1897-005 Chancery Causes: H. C. Joslyn for use vs. Samuel P. Graham &c
Lee Co.

Richmond, Sewell, Turner, Gibson, Morgan, Pendleton, Fugate,
Cook, Milbourn, Blankenship, Ely, Standefer, McNeely,
Kinser

CA - Debt
T - Property

- Deed

J. B. Lippincott Company,
Booksellers and Stationers,
Philadelphia.

To the Hon. H. S. K. Morison Judge of the Circuit Court of Lee County Ala.

Your Orator H. C. Joslyn sues for the benefit of S. V. F. Richmond and B. H. Lewee administrators of the estate of M. D. Richmond deceased who humbly complaining would respectfully represent; that at the September terms of this Hon. Court, for the year 1891, your orator obtained a Judgement on the law side of said Court, against J. P. Graham and Samuel P. Graham for the sum of $2305 97; and legal interest thereon from April 7th, 1890; and his cost at law $10 66. This Judgement, was obtained on a note bearing date April 7th 1890 executed by the said Grahams to your orator, as administrator of the said M. D. Richmond deceased, and contains a waiver of the Homestead Exemption. This note was so executed by the said Grahams in settlement of an account due the

situate in the said County, as your orator is advised. Upon said Judgement there issued an execution which was placed in the hands of C. E. Flanary sheriff of said County for Collection, returnable to the Nov. Rules 1891, and was by him returned "no property found" A copy of said Judgement marked "A" and a copy of said fi fa. marked "B" will be found filed herewith and is prayed to be considered as part hereof. No part of said Judgement has ever been paid to your orator or the beneficiaries herein, but the same is wholly due the said beneficiaries as above stated.

Your orator alleges that Samuel P. Graham is the owner in fee of the following named tract of land situated in said County and upon which said Judgement is a lien: viz: A tract of 40 or 45 acres, situated about 4 miles east from Jonesville, and is part of a tract known as the John B. Burk farm. The

J. B. LIPPINCOTT COMPANY,
Booksellers and Stationers,
Philadelphia.

said Graham has not the legal title to this tract, but is entitled thereto, having fully paid therefor, all of which will more fully and at large appear, by the decrees orders or proceedings of a chancery cause now pending in this Hon. Court, that of Daniel Hall against John B. Burkhiser, to which reference is here made, and which said Cause is prayed to be considered herewith as part hereof. as shewing the said Samuel P. Grahams title thereto.

The said Samuel P. Graham is also the owner of an other tract or parcel of land, situated in said County and is properly described in a pretended deed of said Graham and Lavinia J. Graham wife to Henry J. Morgan and which bears date March 1 1888, but which was not acknowledged or admitted to record, until the <u>25th, day of December 1890 eight months after the execution of said note</u>.

This deed of the said Graham and wife to the said Morgan, was voluntary, and for the nominal consideration of one dollar, and was made, by said Gra- [illegible] the Gra-

conveyed the land to him. The said Morgan re-conveyed the
Your orators charge that said deeds were
in fact not written or prepared at
the day they bear date, but were in
fact so written and prepared on or
about the date of their acknowledge-
ment - and that they were each so
written & prepared at or about the same
time, that they are one and the same
transaction, and had one and the same
object viz: To fraudulently convey
and vest in Lavinia J. Graham, the
wife of Samuel P. Graham, the
legal title of the lands of said Samuel
P. with the intent to hinder delay
and defraud his creditors and espe-
cially Your orator -
Your orator allege said conveyance to
have been made without consideration
at a time when the said Samuel P.
was largely indebted, to have been made
to his own wife, and that the same
was done with a fraudulent intent
to hinder delay & defeat Your orator.
Copies of the deeds of Graham and
wife to Morgan and of Morgan to said Lavinia J.
marked "C" and D. will be found filed

The premises considered your orator prays that J. P. Graham, T. C. Graham Lavinia J. Graham and A. L. Dillemore be made parties defendants, and that they answer this bill but they need not do so upon oath that being waived. And on a hearing a decree be rendered enforcing said lien upon said two tracts of land owned by the said Samuel P. Graham, that the deed of Samuel P. Graham and Lavinia J. Graham his wife to Henry J. Morgan dated March 1st 1888 and acknowledged Dec. 25 1890 - and the deed of Henry J. Morgan to Lavinia J. Graham (who is the same person, the wife of Samuel P. Graham) which bears date March 3d. 1888 and is acknowledged Dec. 23d. 1890, be each set aside and held & cancelled for naught, that said lands be held liable for your orator's said lien & judgement and that so much thereof as may be necessary be sold and the same applied in discharge of your orator's said judgement. And for all other fur

[illegible]

so that the only security he has for
debt is the real estate of the said
well P. Graham.

The object of this
Bill therefore is, to enforce said
lien upon said lands, to have set
aside said deed of Samuel P. Graham
& wife to Henry J. Morgan, and the deed
of Henry J. Morgan to Lavinia Graham
and have said lien enforced against
this tract also as the estate is wholly
insufficient to pay the same and to
have said lands or so much thereof
sold as will pay the same (as the rents
and profits will not do so in five
years). Sold by order of the Hon. Court.
Your orator omitted to state that the
said J. P. Graham did own a tract of
land on which A. L. Predimore had a
purchase money lien and which said
lien may not consume all of said tract
if not they ask that the residue after the
payment of the said Predimore's lien
be subjected also to the lien herein set-
forth.

aforesaid, and
Items. But y
said Richmond

a[illegible]

As before stated

settlement for

Sept 22 1874

Glyn for de

Bill Chy

Wabash R.R. Co

A. B. C. & D. filed.

H C 11.73 Atty

H Clerk 5.00 Atty

Writ 2.00

Copies 3.00

S 4.50

J 15.00

$41.23

Witness 5.00 Atty

$46.23

$38.80 = $7-11 Atty

$7.43

11.73

5.00

7.43

5.00

$28.84 Atty

Cumulated Costs on amended bills

C 11.67

S 4.80

C&C 7.65

$17.82

To the Honorable H. S. H. Morrison Judge of the Circuit Court for Lee County Virginia.

The amended bill of H. C. Joslyn for the benefit of J. T. F. Richmond and B. H. Lewellen administrators d.b.n. of the estate of M. D. Richmond dec'd. (a large bird by him against J. P. Graham and others now pending in this

Your orator by way of amendment court) states that heretofore on the day of 189 James P. Graham was the owner in fee of a certain tract or parcel of land conveyed to him by W. R. Graham, being the lot assigned the said W. R. Graham, in the lands of his father John Graham dec'd, and such segment thereof, to wit on the day of 18 the said James P. Graham conveyed the same lands to Samuel P. Graham copies of these deeds will be found filed herewith, marked 1 & 2. This said last named tract of land the said Samuel P. Graham has never made conveyance of, until the since the rendition of the judgment in the original bill mentioned. After the said James P. Graham had made conveyance thereof to the said Samuel P. Graham he made another deed of conveyance to Lovina J. Graham

the wife of Samuel P. Graham,
Copies of these last deeds will
also be found filed herewith marked
3 & 4, and prayed to be considered
as part hereof.
The deed of James P. Graham to
Lavina J. Graham, your orator
as advised, is null and void
because at the date thereof
there was no title in the said
James P. Graham, but the same
was vested in Samuel P. Graham.
But your orators are informed
and believe it to be true,
and therefore charge that
these lands were in Truth and
in Equity the lands and property
of James P. Graham, that he
made the conveyance to Samuel
P. Graham in the expectation
that Samuel P. Wife were
to convey to him another tract of
land in exchange therefor,
This they never done, and
thus the title stood until as
above stated James P. Graham
undertook to convey the same
to Lavina J. Graham, This convey
ance while he could not legally
make it, was only intended as
a sham, was fraudulent,
and was made with the intent

to hinder delay and defraud
the creditors of James P. and
Samuel P. Graham, and espe-
cially your orators creditors,
was without consideration
and void. But your orators
are advised that whether the legal
title in the said Samuel P
Graham, or the equitable
title in the said James P. Graham,
be considered, your orators
judgement is available
in either event and a lien
upon said land.
Since the rendition of
your orators judgement
and the institution of his original
bill, Samuel P. and Lavinia
J. Graham, have sold and
attempted to convey to Samuel
E. Turner this same tract of
land together with others.
Your orators charge that
the said Turner in law and
in fact had full knowledge
of the state of the title to this
piece of land, that he knew
that the same was in equity
the lands of J. P. Graham,
that they had never been
conveyed by Samuel P. Graham
and that they were subject to

1 your orators lien, A copy of this deed to said Turner, showing substantially his knowledge thereof, will be found filed here with marked D.,
The object of this amended bill, therefore, is to have the said judgment lien enforced against this tract or parcel of land, and to effect which to have the deeds of J. P. Grahan, to Lovina J. Grahan, and of Samuel P. Grahan and Lovina J. Grahan to Samuel E. Turner set aside held void and cancelled for naught.
Your orators will state that these facts were not known to them at the time of the filing of this original bill, but have since come to their knowledge.
The premises considered your orators pray that Samuel P. Grahan, James P. Grahan Lovina J. Grahan, and Samuel E. Turner, be made parties defendant to this bill, [redacted] answer the same, but they need not do so under oath, that being expressly waived, that on a hearing the deeds of J. P. Grahan to Lovina J. Grahan, and the deed of Sam

uel P. Graham and Lavina J. Graham to Samuel E. Turner be each set aside, held void and counted for naught, in so far as they relate to the tract or parcel of land herein mentioned, and shown by the deed of James P. Graham & wife to Lavina J. Graham; that your orators judgement lien be enforced thereon, and the said lands sold to pay the same, the rents and profits thereof not being sufficient in five years to discharge the same. Your orators omitted to state that Mrs Graham, the wife of J. P. Graham, joined in the deed from said J. P. Graham to Lavina J. Graham, but she has no real interest therein, but signed the deed in conformity to pass her dower, but if deemed proper she will hereafter be made a party. If mistaken in the mode or measure of their relief, they pray for all other and further relief as in Equity they may be entitled. May Spa, issue etc.

Pridemore, Duncan & Sewell

P. q.

H. C. Jordyn for etc.,
vs } Amended
Bill.
J. P. Graham et al.

1893 2d Dec Rules amend Bill filed & Sp a Exd on Defts B. P. & J. P. Graham & Dem, Disc as to them alias Sp as to S. E. Turner & Lawrence J. Graham Vacated

1894 1st Jany Rules Cont'd

" 2 Jany Rules Sp a Exd on S. E. Turner & Lawrence J. Graham & D. Disc as to them

" 1st Febry Rules D. Sus Cont'd & Cause set for hearing by Dfts.

To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, V irginia.

The second amended bill of H.C.Joslyn, who was the administrator of M.D.Richmond, deceased, and who sues for the benefit of S.V .F.Ri chmond and F.H.Sewell, present administrators of said estate. This amended bill being filed by leave of court. And by way of amendment Your orator will respectfully show your honor that at the first March Rules 1892 of the Circuit Court of Lee County he filed his original bill, the object of which was to collect a judgment theretofore obtained by him against Samuel P.Graham and J.P.Graham for the sum of $2305.07 with legal i nterest thereon from the 7th day of April 1890 and $10.66 costs; that such proceedings were had on said original bill as resulted i n a decree rendered and pronounced on the 15th day of March 1893 in favor of the plaintiff for $2315.73 and legal interest on $2305.07 part thereof from said 7th day of April 1890 till paid and the costs, and a further order that if said sum was not paid within 30 days from said day, then that D.C.Sewell who was appointed a commissioner for the purpose should sell the 44 acre tract of land mentioned in the proceedings in said cause or so much thereof as might be necessary to pay said judgment and satisfy said decree; that thereafter, to wit, on the 16th day of May 1893 said commissioner sold said 44 acre tract of land and the same was purchased by S.E.Turner at the price of $361.00; that after deducting therefrom the costs and commissions of sale, there was left the sum of $247.68 to be applied as a credit on said judgment.

Your orator will now further show your honor that afterwards, towit, at the second December Rules 1893, of the Circuit Court of Lee County, he filed his amended bill, making Samuel P.Gr aham, James P.Graham, Lavina J.Graham and Samuel E. Turner, parties defendant thereto. The object of said amended bill was to subject to the payment of said judgment or rather the remainder thereof, a certain tract of land described as containing forty acres laid off and assigned to W.P.Graham in the partition of the lands of John Graham,deceased, afterwards sold and conveyed by the said W.P.Graham to the said

J.P.Graham, and by the said J.P.Graham sold and conveyed to Samuel P.Graham by deed dated on the 9th day of November 1881, being the second described tract in exhibit "2" filed with said amended bill. In said amended bill your orator charged that this tract of land was conveyed by the said J.P.Graham i n exchagne for other lands which were to have been, but were not conveyed to him by the said S.P.Graham, and that in f a ct and in truth said tract of land was still the property of the said J.P.Graham, and therefore liable to be subjected to the payment of said judgment, all of which will more fully and at lar ge appear by reference to the bill, amended bill and proceedings therein in the chancery cause of H.C.Joslyn,for &c. against J.P.Graham et als.still pending in your honor's court and i n which this amended bill is filed.

Your Orator will now show your Honor that he was mistaken in his allegation in said Amended bill, that said tract of land was still the property of the said J.P.Graham and not the property of the said S.P.Graham. The facts are as your Orator is now informed,that the said J.P.Graham did convey said tract of land to the said S.P.Graham as is shown by said deed,in good faith and f f or valuable consideration,all of which was fully paid. This conveyance as your Orator is informed,and he here charges the same to be true, was made in exchange for another tract of land situated on the south side of Powell's river, it being the land which the said S.P.Graham got in the partition of the lands of his father John Graham deceased,and at the time of this exchange as aforesaid the said J.P.Graham sold this tract of land to L.D. and Jefferson Kinser,and had the said S.P.Graham to convey the same to the said Kinser instead of him the said J.P.Graham, whih the said S.P.Graham did on the 9th day of November 1881,the same day that the conveyance was made by the said J.P to the said S.P Graham. All of which more fully appears from said deed of the said S.P.Graham and wife to the said L.D.& Jeff.Kinser a copy of whihh is file as part hereof marked "Kinser Deed". These being t the facts, the said S.P.Graham was not only the holder of the legal title to said forty acre tract of land, but he was the

true owner thereof and nothing passed by the pretended deed of J.P.Graham to Lavina Graham dated the first day of March 1888.

And the lien of your Orator's judgement having attached to said land prior to the conveyance by the said S.P.Graham and Lavina his wife to S.E.Turner dated on the 4th day of April 1893,he is advised that the has the right to subject said land to the paym ment of the balance of his said judgement.

Your orator will now further show your honor that the said S.P. Graham,immmediately after the conveyance of said land to him on the 9th day of November 1881,went into the possession of said tract of land, that he remained in the possession of it all the ti me up to the time of his said conveyance to the said S.E.Turn er April 4th 1893, as aforesaid.

Your Orator will now show your Honor that the said S.E.Turner had full knowledge of your orators's lien at the time he purchas ed said land,if he hid purchase it at all, but your Orator has been informed,and he alleges it to be true,that said tract of land did not enter into or form part of the consideration for wh which the said Turner agreed to pay the sum mentioned in said deed,that in fact he only accepted the conveyance thereof from the said Graham and wife for the purpose of hindering delaying a and preventing the collection of his judgement by your Orator, an d that hereafter if he succeeds in holding the same,that he is to settle with them for it. The said Turner likewise had full knowledge of the shifts devices and frauds by which the said Gra hams were attempting to avoid the payment of said judgement and the debt upon which it was founded.

Your Orator will now further show your Honor, that the attempted deed of the said J.P.Graham made to the said Lavina on the 1st day of March 1888 was fraudulent, that it was a part of the sc scheme by which the said Lavina was seeking to get possession of all of the lands of her husband ,thus withdrawing the same from the reach of his creditors, that in fact at the time of said con veyance he J.P.Graham had no right or title,either legal or equitable to sa said land. Your Orator here adopts as a part of this amended bil the original and amended bills heretofore filed as a part of t this b.

this bill. Now the object of this amended bill is to subject said forty acre tract of land to the lien of said judgement, and being without adequate remedy at law, he prays your honor's court of chancery to take cognizance of his cause and grant him proper relief, and to this end he prays that J.P.Graham, S.P.Graham, Lavina Graham and S.E.Turner be made the parties defendant to this bill and that they each be reqired to answer its several allegat tions as specifically as if here propounded to them by way of sp special interrogatories, but they need not answer under oath, as b tha t is waived, and that upon a final hearing that said forty ac cre tract of land be subjected to the payment of your Orator's judgement, that the deed of S.P.Graham and Lavina Graham to S.E. Turner in so far as it affects this tract of land be set aside, and said land sold or enough thereof to satisfy said judgement a and the costs of this suit, and for full gemeral relief.

May Spa. i ssue &c.

Pittman Duncan & Smith
Attorneys for Plff

Plfs to Cont.
C 11,61
S 45
Ch. C 1,68

1891 Feb. January, [illegible]
Leave given
" 2nd February [illegible]
[illegible]
" 1st. July [illegible]
Confd & Cause set for
hearing

To the Hon. H. S. K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The Separate Answer of S. E. Turner to a Bill & an amended Bill of complaint filed in this Honorable Court against him & others by H. C. Joslyn, suing for the benefit of S. V. H. Richmond & B. H. Sewell, Adm'rs of the estate of M. D. Richmond, dec'd.

For answer says, that he personally knows nothing of the indebtedness of his Co-Defendants to the Complainants - That it is true as he is informed & believes and as is alleged in complainants bill that James P. Graham in 1881 did make a deed conveying the tract of land in controversy consisting of about 40 acres to Samuel P. Graham; but that as the said Samuel P. Graham, as a consideration for said conveyance was to convey the said James P. Graham another tract of land & failing in this, the aforesaid conveyance was considered as null & void & that no tittle should thereby pass; In view of

which the said James P. Graham afterwards, to wit:- for a valuable consideration & with Samuel P. Grahams' consent, conveyed the said land to Lavina Graham, wife of Samuel P. Graham, by Deed of March 1, 1888, and which was duly recorded in the Clerk's office of the County Court of Lee County on the 24th day of January 1889, and that afterwards, to wit on the 4th day of April 1893 your respondent purchased the said land for a valuable consideration of the said Lavina & Samuel P. Graham, all of which has been alleged by the complainants & will appear by reference to the said deeds of conveyance and to respondent's deed then filed as part of his answer marked "A" as part of record as aforesaid - Your respondent states that he owes Lavina Graham the full amount of the purchase money of the said 40 acre tract, which amounts to about the sum of $240.00.

Your respondent is advised that complainants' said judgement was not a lien upon the said land at the time of the conveyance from James P. Graham to the said Lavina Graham as the

Same was not rendered until the Sept. term of this Honorable Court, in the year 1891, nearly four years afterwards & could not have been made fraudulently as they were not indebted to Complainants at that time — the debts here sued for being contracted in 1890.

Your respondent claims that his title is good — the conveyance to his vendor Lavina Graham being made when there was no lien attaching or through fraud & the Samuel Q. Graham joining with her afterwards in conveying the same to your respondent, vested in him the complete title to said property, & he being an innocent purchaser & knowing of no fraud connected with his vendor's title, which he now avers, is advised that a Court of Justice will not disturb him in the enjoyment of the same.

Your respondent further states, should your Honor deem the purchase price of the said land subject to complainants' debt, then he prays that the amount be allowed him as a credit upon his bonds due the said Lavina Graham, & now having fully answered he prays to be hence dismissed with

Which said bond is now due the said Lavina Graham and your respondent prays that this said Jones & Graham demand payment and Lavina Graham be required to litigate matters and thus involved in this cause and chased the amount of the purchase money due upon his bond to the plaintiff & complainants claims, that you be required to have credit upon your respondent's bond, or interplead as an honest Crown bill that this may be considered & treated as an honest Crown bill, or interplead as has the same may be and effectual in the premises which herein prayed and to equity and to your respondent's conscience belonging.

J. M. B. Richmond and
Saturn, H.C. Jarlyn, and D. U. F. Richmond & B. H. Denoel Admr. of the estate

H. C. Joslyn, for, &c.

vs. } Answer of
S. E. Turner.

S. P. Graham et al

Filed in open court Mar the 8th 1894
A. B. Nunnery C

3257

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The Courts so complicatly in the behalf
of Defendants.

Jos. Joslyn & Wm. Hemphill

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] of record in the Clerk's office of the [illegible] County in said State, [illegible] and a copy of his deed is herewith filed as part hereof marked "B", and to [illegible] the [illegible] said [illegible] has appeared [illegible] and [illegible] of a tract of 77 acres on main road adjoining the lands of [illegible] and an [illegible] day of [illegible] 188. [illegible] in said application [illegible] said 77 acres [illegible] of the widow [illegible]

by him until

[illegible]

[illegible] said original [illegible] "[illegible]"

[illegible] that

[illegible] is [illegible] [illegible]

[illegible]

[illegible]

[illegible] fraudulent

[illegible] alleges that they were

done with the fraudulent intent to hinder

[illegible] creditors, or any [illegible]

[illegible] to defeat, hinder or delay the creditors, the result of which would

[illegible] [illegible] before

the [illegible] [illegible]

[illegible]

[illegible] estate [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] or [illegible], and [illegible]

[illegible] [illegible] [illegible]

[illegible], [illegible] [illegible]

[illegible] Dec r 23rd /87, [illegible] 20th in [illegible]

[illegible]

[illegible] Mayo 3 [illegible]

Casts.

[illegible]

The within answer is excepted to.

1 Because the said sum [illegible] to be set up, to the respondent's wife, by a parol title, [illegible], is no defence, being void [illegible] law.

2 Because the several contracts attempted to be set up in the answer [illegible] defence, because they cannot [illegible] be made, but are void upon their face being [illegible] his wife [illegible] consideration [illegible] greatly indebted [illegible]

Duncan & Sewell for [illegible]

Virginia.

To the Honorable [illegible] Judge of the Circuit Court of the County of [illegible]

The separate demurrer of [illegible] to the bill of complaint filed against her and others in your Honor's Court by [illegible] for the settlement of the estate of [illegible] and for a sale of the lands of the said [illegible] for the payment of his debts, [illegible]

May it please

but as to this she is dumb [illegible]

[illegible] These lands were [illegible]

[illegible] of [illegible] in the 9th day [illegible]

1881, and left to her some property which
[illegible] and which she realized some [illegible]
under the [illegible] of trustees in
investments in some [illegible] bonds
and, upon her own [illegible] and [illegible]
the income of which she might claim
[illegible] the then due to his family [illegible]
[illegible] of property, for [illegible]
been married there and had a family
of children and so had she, and she
endeavored to [illegible] to
[illegible] separate from him so far as the
[illegible], and he being in debt and the
[illegible] wanted to retain his [illegible] in
at the price of $150 and failing in
[illegible] Trustee and [illegible] his land for
a [illegible] [illegible]
[illegible] the same exhibited by him [illegible]
[illegible] and afterwards he being
in debt [illegible] [illegible]
97 acres, as [illegible] [illegible]
from time to time [illegible] for $150
[illegible], and [illegible] for [illegible]
same $150 with [illegible] J. D. Graham
[illegible] [illegible] [illegible]
[illegible] from [illegible] in

[illegible] manner [illegible]
[illegible] and
[illegible] for the purpose of [illegible]
[illegible] rather
[illegible] contracted for [illegible]
[illegible] and fraudulent [illegible]
[illegible] in the
[illegible] and again [illegible]
[illegible] made [illegible]
[illegible] to obtain [illegible]
[illegible] in [illegible]
[illegible] submitted an [illegible] for
[illegible] of her [illegible] under [illegible]
the element of [illegible] in [illegible]
[illegible] and motive [illegible]
and in reference to the [illegible]
[illegible] charges
made by [illegible] of [illegible]
[illegible]

This answer is accepted for the same reasons as on the Co-defendants answer Samuel F. Graham which see June 14 1892

Duncan Sewell Atty

H. C. Joslyn, for, etc., Plaintiff.

Against (In Chancery.

S. P. Graham, et al., Defendants.

To the Honorable W. T. ~~Mixxxrrx~~ Miller, Judge of the Circuit Court of Lee County, Virginia:-

The separate answer of S. E. Turner to a second supplemental and amended bill of complaint filed in this Honorable Court against him and others, by H. C. Joslyn, sueing for the benefit of B. H. Sewell & S. V. F. Richmond, Administrators of the estate of M. D. Richmond, deceased.

For answer says: That he personally knows nothing of the indebtedness of his co-defendants to the complainants; that it is true as he is informed and believes that James P. Graham in 1881, did make a deed ~~xxx~~ conveying the tract of land in controversy containing about forty acres to Samuel P. Graham, but respondent says that Samuel P. Graham in consideration of said conveyance was to convey to James P. Graham another tr act of land which he never did, therefore the said conveyance was ~~xx~~ considered as null and void and treated by the parties as having conveyed no title; that James P. Graham for a valuable consideration on the first day of March 1888, conveyed the said forty acres of land with Samuel P. Graham's consent to Lavina Graham, which deed was duly recorded in the Clerk's Office of the County Court of Lee County, Virginia, on the 24th day of January 1889; that afterwards, to-wit: on the 4th day of April 1893, your respondent purchased said land for a valuable consideration of the said Lavina Graham, in which deed her husband Samuel P. Graham joined, which deed your respondent here files marked " A " as part of this answer. Your respondent is advised that complainants said judgement was not a lien upon said land at the time of the conveyance of James P. Graham to the said Lavina Graham--the same not having been rendered 'till after said conveyance was duly made and recorded, to-wit: at the September term of this Honorable ~~xxxx~~ Court 1891, nearly four years afterwards; that the same could not have been fraudulently made as the debt was not then contracted to the complainant--the debt upon which said judgement was founded being contracted in the year 1890.

Your respondent denies that the deed descibed by the complainants

as having been executed by Samuel P. Graham and Mary Jane Graham,(his ~~xxxxx~~ first wife,)to L. D. and Jefferson Kinser, dated Nov. 9, 1881, has any connection whatever with the transaction hereinbefore described by this respondent, between the said James P. Graham, Lavina Graham and Samuel P. Graham; that the last named deed shows upon its face that the consideration therein is and was the sum of $550.00 and not in consideration ~~of~~ of any exchange of any real estate.

Your respondent denies that the said S. P. Graham was ever a bona-fide holder of the ~~xxgax~~ title to the said forty acre tract of land, either legal or equitable.

Now, your respondent avers that the transaction between James P. Graham and Lavina Graham was one for a good and valuable consideration in law, altogether free from fraud or circumvention; and that the lien of the complainant had not then attached, and never did upon the said 40 acre tract nor had the debt been contracted upon which the judgement is founded. ~~Xxx~~

Your respondent denies that S. P. Graham went into possession of the forty acres of land on the said 9th day of November 1881, and that he continued in the possession of the same until the date of the conveyance to S. E. Turner, on the 4th day of April 1893, but he avers that Lavina Graham went into possession of said land at the date of her purchase from J. P. Graham and so remained in possession until the date of the sale to the said Turner.

Your respondent denies that he had any knowledge of the complainant's pretended lien at the date of his purchase and he emphatically denies that he colluded with Lavina Graham, S. P. Graham, or any other person to hinder, delay or defraud the complainants in the collection of their money.

Having now fully answered your respondent prays to be hence dismissed with his costs.

Orr & Blackenship, P. Q.

H. C. Jodlyn for, etc.

vs. } Answer of S. E. Turner.

J. P. Graham, et al.

Filed in open Court and by leave thereof Nov the 6th 1896.

A. B. Munsey Cl. K.

H. C. Joslyn for &c
against } In Chy.
J. P. Graham et al

This cause came on again this day to be heard upon the papers formerly read & the the report of sale made by Comr. D. C. Lemee & filed Oct. 19th 1897 to which there are no exceptions & was argued by Counsel.

On consideration whereof it is adjudged, ordered & decreed that said report & sale each be & the same are hereby confirmed. And said Comr. will collect from the purchaser, Sarah L. Chuck the purchase money bonds as they fall due & pay over to those entitled to the same & report his actions from time to time to this Court & this cause is Continued.

and a writ of possession is awarded to said purchaser

H. C. Joslyn for
Vs Buncombe
Dale -
J. P. Graham et al.

Nov. 7. 1897

Entered 26. 2. 72

Entered
Nov 8/1897

H. C. Joslyn for &c, Plff.
vs
J. P. Graham et al Defts.
} In Chancery

This cause came on again this the 14th day of June 1897 to be again heard upon the papers formerly read in the cause, the depositions of witnesses taken since the last term of the Court, and an abstract copy of the plaintiff's judgement filed this day by leave and order of the Court, and was argued by Counsel,

Upon consideration whereof, and it appearing to the Court from the evidence in the cause that S. P. Graham had the title to the forty acre tract of land mentioned and described in the deed dated November 9th 1881 from J. P. Graham & wife to S. P. Graham, when the plaintiffs judgement was obtained, and that said tract of land is subject to the lien thereof. It is therefore, adjudged, ordered and decreed that unless the said J. P. Graham and S. P. Graham or some one for them pays the balance of the decree in favor of the plaintiff rendered in this cause on the 15th day of March 1893 within thirty days from the rising of this Court, then D. C. Sewell who is hereby appointed a Special Commissioner for the purpose, will proceed to sell the

said forty acre tract of land, or so much thereof, mentioned and described in said deed of November 9th 1881 from J.P. Graham & wife to S.P. Graham, to pay the said balance of said decree of March 15th 1893, in favor of the plaintiffs, and the costs in this suit not heretofore paid. He will make sale by public outcry to the highest, on some Court day, at the front door of the Courthouse of Lee County Virginia, on a credit of one and two years, except so much as may be necessary to pay said last named Cost, and Commissions of sale, which he will require paid in hand, and for the residue take bonds payable to himself as Commissioner bearing interest from day of sale, with approved personal security. But before proceeding to execute this decree said Commissioner will execute bond before the Clerk of this Court, in a penalty of $800.00 with approved security, conditioned to duly perform his duties hereunder. He will then advertise the time, terms, and place of sale for thirty days prior thereto, by posting written notices of the same, one of which shall be on the front door of the Court of said

County, and at two or more public places in said County, one of which shall be at the neighborhood where the land is situated.
And it is further adjudged ordered and decreed, that in so far as it is necessary to carry into execution this decree, the deed dated March 1st 1888 from J. H. P. Graham & wife to Lavinia J. Graham, and the deed dated April 4th 1893, from S. P. Graham & wife to Samuel E. Turner, be and such is hereby annulled and declared void. Said Commissioner D. C. Swaree will report his action to the next term of this Court, and this cause is continued.

H. C. Joslyn & wife

vs } Decree

J. P. Graham et al.

Eq. C.O.B. No 6. p 14+15.

Entered this
June 14th 1897.
W. Z. M

H. C. Joslyn for Pltff
vs
J. P. Graham et al Dfts } In Chy

This cause came on again this day to be further heard upon the papers formerly read in the original and first amended bills, the second amended bill regularly matured at the last term of this Court, the answer of Samuel E. Turner and exhibit therewith to the second amended bill, and general replication to said answer, and was argued by Counsel.

And it appearing to the Court that said second amended bill has been duly matured and set for hearing against all of the defendants mentioned therein, and that J. P. Graham S. P. Graham, and Lavina Graham have failed to answer, plead or demur to said second amended bill it is therefore adjudged, ordered and decreed that said second amended bill be taken for confessed as to them, and this cause is continued.

H. C. Foulger for &c.

vs

Decree

J. P. Grotham et al.

Entered in Chy
O. B. No. 4, p. 490.

Enter this
W. Hill
Nov. 11th 1896.

H.C.Joslyn for &c.

vs.

J.P.Graham et als.

Upon the calling of this cause it was suggested by the Counsel for the defendants that the amended bill had not been regularly matured as to S.P.Graham, one of the defendants therein, on motion of the Plaintiff and by consent of the defendants, the rules heretofore taken in said cause are corrected so as to show that said cause is regularly matured, it appearing from the summon in said cause and the return of the sheriff thereon that said Sp P, Graham has been dully summoned to answer said amended bill. And thereupon said cause is set for hearing and continued to the next term.

H. C. Joslyn for Pl.

vs. Decree

J. P. Graham et als

Correcting rules and

setting cause for hearing

C. B. P. 447

Entered this decree

June 5th 1896.

H. C. Sefton for Pl
against
J. B. Goodman et al. Defts

Pltff } In Chancery

Upon the calling of this cause, it was suggested and appeared to the Court, that the parties hereto are interested in the subject matter of the bill in this cause, and that a decree has been entered against all the defendants, this cause is therefore continued to rules to be taken properly matured.

[illegible]

[illegible] Church

[illegible]

Q.B.O. 363

[illegible]

W. L. M.

[illegible]

H.C. Joslyn for etc. Plff
vs } In Chancery
J.P. Graham et al Dfts

Upon the calling of this cause, on motion of the plaintiffs by their attorneys, and by consent of the defendants by their attorneys, leave is hereby granted the plaintiffs to extend their time for filing their amended bill in this cause until the 1st of January Rules 1896, and the cause is continued.

H. C. Joslyn & Otte

vs [redacted],

J. P. Graham et al.

O.B. P. 794

Entered this,

Nov. 14th 1895.

H. C. Joslyn for etc Plff,
vs
J. P. Graham et al Dfts } In chy,

This cause came on this day to be again heard upon the papers formerly read in the cause and the amended bill of the plaintiff and exhibits therewith, and was argued by counsel,

On motion of the defendants, Samuel E. Turner leave is granted him to file his answer to said amended bill which is accordingly done, and the plaintiff replied generally thereto, and the cause is continued.

N. C. Joslyn et al,

vs } Decree

J. P. Graham et al,

E. O. B. Page 600
MOR 16/1894

Enter this,

March 16th 1894.

H. C. Joslyn for vc. Plff.
vs
J. P. Graham et al Dfts.
} In Chancery

This cause on again this day to be again heard upon the papers formerly read in the cause, the report of special commissioner D. C. Semell, filed therein on the 23rd day of May 1893, and was argued by Counsel, And it appearing to the Court that said report has been filed for more than ten days before the first day of this term of the Court, and that no exceptions have been filed thereto, It is adjudged ordered and decreed that said report and the sale of the land therein reported be and the same are each hereby confirmed. Said Commissioner will proceed to collect the said two deferred payments payments as they become due, pay the same over to the parties entitled thereto. Take receipts for the same, and report his action to some future term of this Court.

On motion of the plaintiff, leave is granted him to amend his bill at rules, and there being nothing further to be done in this cause at this term of the

H. C. Joslyn for re,

vs } Decree
} Confirming report of sale.

J. P. Graham et al,

Entered Dy O.B.
page 508 & 9
June 10th 1893
J. A. G. Hyatt C

Enter this.

June 10th 1893.
H. S. K. M.

Court, the Court is Continued

H. C. Joslyn for etc Plff.
vs
J. P. Graham et al Dfts } In Chancery

This cause came on this day to be heard upon the bill of the plaintiffs, and exhibits filed therewith, the answers of defendants S. P. Graham and Lovina J. Graham with exhibits filed therewith, and general replication to said answers, the deposition of witnesses and exceptions thereto, and was argued by counsel. And it appearing to the Court that process has been served upon the other defendants, more than ~~ten~~ 15 days before this term of the Court, and that they have failed to appear, demur plead or answer, the bill is taken for confessed as to them. On consideration whereof it is adjudged, ordered and decreed, that the plaintiffs recover of the defendants S. P. Graham and J. P. Graham the sum of $2315 $\frac{73}{100}$ with legal interest on $2305 $\frac{07}{100}$ part thereof from the 7th day of April 1890 till paid and the costs of this suit. And it is further adjudged ordered, and decreed, that in

less the said S. P. Graham and
J. P. Graham or some one
for them shall within thirty
days from this day pay
to the said plaintiffs
said sum of money with
its interest and cost, then
N. C. [illegible] who is hereby appoint-
ed a special commissioner
for the purpose shall proceed
to sell the forty four acre
or so much thereof as may be necessary
tract of land, described in
the deed of Samuel P. Graham
and wife to Henry J. Morgan
dated on the 1st day of March
1888, and for this purpose
the said deed of the said
Samuel P. Graham and his wife Lavinia
J. Graham to Henry J. Morgan
dated on the 1st day of March
1888, and the deed of Henry
J. Morgan to Lavinia J.
Graham, dated on the 3d
day of March 1888, are each
declared null and void and
set at naught in so far as they affect the rights of the [illegible]
Said sale
shall be made by public outcry to the highest
bidder, at the front door of
the Court house, of Lee County
Virginia, on a Court day
upon a credit of one and
two years time, except a
sum sufficient to pay the

costs of this suit, and cost and commissions of this sale, which the Commissioner will require paid in hand, and for the residue said Commissioner will take bonds with good personal security payable to himself as Commissioner bearing interest from day of sale. Before selling said Commissioner will duly advertise the time place and terms of sale by posting written notices thereof at three or more public places in said County, one of which shall be on the Court House door of said County and one other in the neighborhood of said land for at least 30 days before day of sale.

But before proceeding to act under this decree said Commissioner will execute bond before the Clerk of this Court in a penalty of one thousand dollars with approved personal security conditioned to faithfully account for all sums of money received by him under this decree he will report his action hereunder to some future term of this Court and this cause is continued

H. C. Joslyn for Ltr.
vs
Decree
of
J. P. Graham et al.

Entered in C. D. B.
p. 471-2.
This Mar 15, 1893
J. A. C. Hyatt
Clerk

Enter this
[illegible]
March 15th 1893

[illegible]

[illegible] } In Chancery

[illegible]

(1)

[illegible]

[illegible]

[illegible]

and the other agreement
[illegible] is continued
until Date, viz. the 8th day of
October 1892, at the Circuit Court
[illegible] Defendants costs.

Circuit Court Clerk's Office
October 8th 1892.

The parties met pursuant
to adjournment present
[illegible]
[illegible]
[illegible]
[illegible] Esq. [illegible]
[illegible]
[illegible]
de novo [illegible]

Pltfs. [illegible] Pltff. [illegible]
[illegible]
[illegible]

Defts. [illegible]
[illegible]

in the beginning of the deed
the day & month & year
the date is shown the same
dates as they always are
[illegible]

I did not endorse the [illegible]
[illegible]
[illegible] I
[illegible] did you endorse it and
what is your number about it?

This question is objected to because said endorsement is not a part of the deed. It is not signed by anybody. It shows nothing and is incompetent & foreign, hearsay.

Answer yes.

I did endorse the [illegible]
on the back of it, right before it,
from the fact that I, D. [illegible]
[illegible] it at the [illegible]
[illegible]. I was in the habit of [illegible]
[illegible] *

This answer is objected to because the evidence of acknowledgement which is to be deed and constitute a part of it, relates only to the officer taking it. It is the best evidence of the date of the [illegible] which [illegible] [illegible]

Answer yes.

* Not is endorsement [illegible]
because [illegible] it is
before [illegible] [illegible]
[illegible]

J Hamilton.

1 question who employed you to write a note
to J. What is the deal from S Blackburn
and who T. H. J. Morgan.

Ans I J. P. Graham employed me to
write Daniel Ellicott

2 Who employed you to write a note to J.
Ans The same person. J. P. Graham.

3 Did he employ you to write more on the
same day

Ans My recollection is that
he did.

4 On what day did he employ you.

Ans I cannot be positive on
that point, it seems that my
recollection is that I wrote
more than employed to write
both sheets at the same
time.

5 Then case of said sheets was not upon
the correct date was it?

Ans I do not think the date
was the same but I have no
recollection of the date
of the sheets.

Q. Was you present when it was delivered? Can't say. Don't know that it was ever delivered.

Ans. Did H. F. Morgan report yes to you that it was delivered? I don't recollect.

Ques. Did H. F. Morgan report yes to you that it was not delivered? Mr. H. F. Morgan did not report to me the fact of the exhibit. Mr. H. F. Morgan said nothing to me about the exhibit. I don't know that he said it was not delivered.

Q. Did H. F. Morgan report to you that it was delivered? I don't recollect.

Ans. I. P. Brown had it recorded.

[illegible]

Q. What is the date of this [illegible]

This question is subject to become the note shows for itself.?

Stranger Dept

Ans. It means that Sec. 2[illegible]

Q. If the [illegible] is an attorney to [illegible] [illegible] to [illegible] to the [illegible] correct?

A. It is not [illegible]

Q. Then it is a mere [illegible]

Q. Does [illegible] the certificate [illegible] is not a correct copy from the record?

Ans. It is. [illegible] a acting deputy. ~~I think [illegible] the [illegible] the certificate on the original record.~~

Q. [illegible]

Q. [illegible] Does it [illegible] for the [illegible] the [illegible] of the certificate on the original [illegible] (of such deed or certificate)?

Objected because it must [illegible] shown that [illegible] [illegible]

Ans. My opinion is that the notary depositing the seal of the last item on the original deed

and further this document bears not

John C. Gibson.

Q. Mr Morgan neither witness nor having delivered deeds was I

Cross Did anything you see or hear about the two heads or anything of the sort?

A. No to both and have the to the [illegible] [illegible] to be [illegible].

I do not recollect distinctly, much about the transaction between the parties. I do recollect [illegible] [illegible] [illegible]

(Q.) I think I much forgotten the fact that Gibson & his wife had signed the deed of conveyance as shown by exhibit B, at the time I received the deed & put it into safe keeping & being called on to sign and acknowledge said deed. I have an indistinct recollection of a [illegible] said deed, perhaps what is open to [illegible] [illegible] [illegible]

[illegible] To [illegible] to his wife [illegible] I do not recollect as to what [illegible] [illegible] I [illegible] to them [illegible] that the [illegible] shake off to [illegible] not [illegible] [illegible] and then have that person to [illegible] [illegible] if [illegible] would [illegible] such [illegible] I would [illegible] to the [illegible] I would [illegible] [illegible] the [illegible] [illegible] if he [illegible] the [illegible] of Mr S C B [illegible]

[illegible]

The [illegible] is I [illegible] the [illegible] of the [illegible] of Mr J S B [illegible] to [illegible] but it is [illegible] [illegible] [illegible] talked with [illegible] to [illegible] [illegible] [illegible]

I recollect at some time or other S C G [illegible] said to me that he had got from his wife [illegible] [illegible] and that he intended to clear me [illegible]

[illegible]

[illegible]

[illegible]

dollar mentioned in the deed given to Jno Graham under date March 3rd 1885. and which was marked as Exhibit A, on page [illegible] of my cross examination. Do you know the reason why the consideration was given for the land?

Answer She did not pay for the one dollar, or any other sum so far as I am aware.

4 Did you ever consider yourself the owner of the tract of land described in Exhibit A?

Answer I did not consider that I was the owner, interest in said tract of land, although I was an heir interested with the legal title in myself & [illegible] myself thought so [illegible] the time [illegible] the tract [illegible]

5 Did you know until the 20th day of December 1890, that Ellen A. Graham [illegible] wife to your father was in fact illegitimate?

Answer If I did know prior to Dec 23 1890 that Graham's wife had been married [illegible] to him I have now forgotten it.

I do not think I was [illegible] it is possible that

[illegible] Graham [illegible] [illegible] [illegible] [illegible]
To Dec 3 1893 but [illegible] [illegible] [illegible]
[illegible] [illegible] this stamp with out

[illegible]

J. K. Graham and other witnesses
of lawful age being duly
sworn, deposed as follows.

Direct

State your name age and
residence and if married state
the name of your husband or wife
[illegible] and name his wife.

Cross.

I assisted by carrying the
Plaintiff's [illegible] [illegible]
Surveyed the land mentioned
in the deed marked Exhibit
"A" [illegible] I was [illegible] being
to locate the [illegible]
mentioned in said Exhibit
I learned the fact that the
Reservation mentioned in
this deed includes the
Burial land, and that
S. D. Graham had been in
the possession of the Burial
land [illegible]

[illegible] are to carry the chain
on, it is necessary, [illegible] the
[illegible] chaining it backwards
so that the land [illegible]
[illegible] a convenience of the [illegible]
of [illegible] being on the point
[illegible] at the [illegible] of [illegible]
[illegible] and [illegible] section 6
it, at [illegible] of [illegible]
the [illegible] course is [illegible] to
[illegible] and [illegible]. The
[illegible] is [illegible] to [illegible] and [illegible]
and [illegible] for [illegible] and [illegible]
[illegible] is [illegible] [illegible] [illegible]
and [illegible]. It is a [illegible] in
[illegible] that the [illegible] can
[illegible] to [illegible]

Chainman [illegible]

Cross-examination

Question. Which one of the lines in exhibit "A" was the Bank land?

Ans. I think the [illegible] and the [illegible] ~~in~~ one began is a corner to the Bank land, and thence N 45° [illegible] 8 poles to a post [illegible] near a [illegible]

Stewart, thence S. 46° W. 20.0 poles to a [illegible] and double oak wood marked Hickory, S. 42° E. 56 poles to a stake in the Tucker line, S. 88° E. 38 poles to the Beginning, these lines embrace the South half of [illegible] of [illegible] in Mitchell County. But other land is embraced in said deed.

Obs. The land described is part of the Davis land.

3. To what Tract of land is the point described as a pollard red oak, [illegible] is it a corner to the Bunt land, or to the Davis Tract of land

Answer. [illegible]

4. To the next call, S. 9. E. 56. poles to a stake in a line of the Davis land.

Answer. [illegible]

5 Do you know the boundary lines of the Bear Foot in the average stack.

Ans I do not except those of Hanc received from Geo S. Morrison when I was merely checking it.

6. I now show you what purports to be a deed from Geo S. Morrill, dated February 22 1872. and ask you if you know the Foot of land therein described.

Ans I know parts of the lines which show to be the [illegible] of [illegible] I do not be positive of them but it agrees well to mine.

7 When did you assist in doing and surveying [illegible] of you in your examination in chief?

Ans The [illegible] of [illegible] to [illegible]

8. [illegible] and [illegible] land

Ans I traced the land and [illegible] on it where I came on [illegible] [illegible] [illegible] [illegible]

Sept 1.00

[illegible]

[illegible]

[illegible]

thought it right that he should
lend the [illegible] money for the benefit
of her children by her first husband
an equivalent by deeding her the land
[illegible] in the deed mentioned by one
of the same reference I do not now
remember the amount of money
named at the time paid the money
but the deed gives exactly the consideration
as it stands. He said that [illegible]
a different Trustee or [illegible] of the property
[illegible] that one part of the land was
sold the [illegible] another
[illegible] the deed gives the exactly
the [illegible]

So much of Mr. Young's evidence
as tends to give conversations had
with Mr. Graham and information received
from him is objected to as incompetent
hearsay and incompetent. This is an effort
to put in my mouth what such
witnesses said in direct words.

Adams

[illegible] the testimony out [illegible]

John T. Graham

Charges
$ .00

(17)

[illegible]

[illegible]

[illegible]

[illegible] of [illegible] [illegible]
[illegible] [illegible] money [illegible]
[illegible] of [illegible] the bundle
contained of [illegible] it [illegible]
[illegible] bundle.

X Examination.

1 Question. How much money did [illegible]
[illegible] to [illegible] of [illegible]

Ans Six Hundred and Fifty Dollars.

2. Did [illegible] you deliver it all to [illegible]

Ans. [illegible]

3 What proportion of it did [illegible] deliver [illegible]
[illegible]

Ans [illegible] the bundle.

4 You say in your examination in chief
that you know that [illegible] could [illegible]
[illegible] know [illegible] the [illegible]
[illegible] as the [illegible] [illegible]
[illegible] could [illegible]

Ans I [illegible] Tom Tells about it

5 Did you see Tom [illegible] after or
after you [illegible] the money paid?

Ans Before.

6 [illegible]

Ans I do not recollect.

7 How many years were you in some place
/ south?

Ans I could answer.

8 What price was did you agree to give
him,

Ans I do not know.

/ Was all was gone at the time you
[illegible] other sales, and [illegible]

Ans I [illegible] a year old but [illegible] and the
transaction occurred [illegible] years ago

9 Do you remember the year you sold
Henry girl

Ans It was in 1858

/ Do you remember [illegible]

Ans I do not

12 Was the weather cold (

Ans I can't remember,

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

31

Exhibit, embrace what is
~~have~~ known as the Beatie
land, I cultivated part of the
said land for two years
I have lived on said land
now since 1872 I have been
for 35 years, at the time
I cultivated said Beatie land
it was owned by J. F. Lee
and I rented it from him
after I rented from Lee and
owned I suppose was purchased
by L. P. Bradley from said Lee, at
any rate said L. P. Bradley
went into possession of
said land, was occupied
and controlled it same
time the exact time I cannot
state.

Cross examination

Q. Did you provide yourself
with fence material and fence
this land as a tenant of Mr.
Dis- My best recollection is that
it was from 1870-1 and 2

2 Did you know of the [illegible] of said Brook land?

Ans. I think he purchased it of old Nicols, [illegible] this is my best recollection at any rate, and he [illegible] from the widow Nancy Brook, as I always understood it.

3 You say that Exhibit "A" which you have just examined covers the Brook land. Please state which lines or courses in said Exhibit "A" are those of the Brook land or a portion thereof.

Ans. The lines leading from a post on a swamp wood st. p. 3 1/4 [illegible] 50 [illegible] to an oak & double dogwood, thence [illegible] to a stake on the Francis line, other lands are embraced in this deed on the East side known as the Francis land, and included in this deed.

[illegible]

Ques. Do you think the [illegible]
[illegible] that [illegible]

Ans. I suppose in the year 1869 or 1870
I [illegible] a [illegible]
[illegible] a [illegible].

Ques. Now I recall [illegible] before
he sold to [illegible], and on
reflection I recollect [illegible] the
dates of the sale by him to
[illegible] at the years 1873 or 4,
Did you or [illegible] the [illegible]
[illegible] state to [illegible]
[illegible]
[illegible] the [illegible]
[illegible] I [illegible]
but I have seen the [illegible]
[illegible].

Cross-Exam.

Ques. 1st. Did [illegible] the [illegible]
[illegible]

H. C. [illegible]

[illegible] [illegible] the [illegible]
of [illegible] [illegible]
[illegible].

Ques. [illegible] the [illegible] of [illegible]

and if so who you intended to Mr. Gridham?

Int. I was married to him in December 1862.

Int. Was you married, married at all or not to him?

The deposition and testimony of this witness is rejected to be true as the wife of S. P. Graham she is offering another and she is incompetent to testify.

The matter here in controversy is in order to prove the case of S. P. Graham against the defendant in this bill. Mrs. Graham is incompetent to testify to any such or any other controversy.

Decision Eff.

Ques. I was to Winter C. Pendleton in January 1864.

Ques. Was that the first marriage for your husband?

Objected to as immaterial and incompetent. Overruled.

Ans. There was issue from that marriage, one of whom was born May 1st 1864 and named Mr. S. P. Graham, and two more living.

Q. Did you first husband have any estate of his own? and if so, how and what became of it?

A. [illegible]

Q. Where was your first husband died in the State of Indiana Oct. 10th 1811, he left no real Estate, but some good personal estate [illegible] about 700$ [illegible] which I invested [illegible] lands in Kansas, on which I made some improvements with the remainder of said money except 150$ which I loaned out, [illegible] crops on said land one year, and sold crop and lands for 1450$ including the 150$ [illegible] I invested the money in lands

covenantor [illegible] to [illegible]
and merging Mr. S. P. Lowe and
[illegible] purchasing from
him the land mentioned
in exhibit "A." and known
as the Burk and Davis
land. I first got a title
bond from him for the Burk
land, which is marked
Exhibit "B." and afterwards to
the deed Exhibit "A," was made
by him to me for both the
Burk & Davis land, I paid
for all this land $6.25 and
it was over a part of the money
I borrowed with me from home.
I then purchased [illegible]
farm of H. L. Sprinkle 177 acres
which adjoined the said Burk
and Davis land, for this land
I paid him $ [illegible] $107
200 of which was my money
by me as a deposit of the debt
of John McCleary [illegible]

was paid out of money I brought with me or got from Kansas, I then sold this Sheriff's land, in my name to W. H. Spencer, for part which at request in trying to help S. D. Graham, his partner part of which he My husband S. D. Graham was in debt to M. D. Hardman & others, and he told me, if I would let him use the money, he would pay it back, the 44 acres on the Home place I paid, ~~as stated amounting to about 250$~~, and the remaining 400$ I loaned to Mr. M. D. Hardman, I think the 250$ was in price for the home place the same being encumbered by outstanding debts; and the home place

owned by me and my husband to W. F. Morgan, and he conveyed by him to me, as shown by exhibits "J & J." I purchased these lands from my husband, S. F. Lanham, the same as I would have done from a stranger, because I desired to keep my money separate, so that my first children would get the benefit thereof as I considered that it was my money. I got from their father the money made all these money, these trades were made in good faith and not for the purpose of defrauding any creditors. There were no creditors, at that time except what the money I paid off, and it was to enable him to pay his debts that I traded with him.

259 X Examined

1. Question. Did you administer on the Estate of your late husband Walter T. Pudleiner.

Ans. I did not, there was no [illegible] administrator, for the [illegible] MS. and did away therewith about it need I need the property to last [illegible]

2. Question Please state the number and [illegible] of Property owned by the said Walter T. Pudleiner at the time of his death.

Ans. He owned a [illegible] and [illegible] to both [illegible] by 19 head hogs, 2 milch cows [illegible] and wheat sold by [illegible] horses and mules, [illegible] about 250 Bu wheat to less [illegible].

3. Did you make any sale of the property [illegible]

Ans. No [illegible]

4. Are you sure that you sold the personal estate mentioned in your bond to this court?

Ans. I did not sell the property because after his death the court came and made a sale, but I always considered that I realized about as much as the property was worth, he left.

5. How much of his money did you use to pay his debts with?

Ans. Over Hundred & Sixty Dollars.

6. Do you know what you used the money for?

Ans. I paid Henry Melhorn's note & other debts he left.

7. When you did sell and use to pay debts did you sell it?

Ans. I sold it 18 months and sold it to Arthur McNeely through my uncle Henry Melhorn.

Ques. Did you sell it at public vendue?

Ans. I sold it for $1000.

8. Did you put any improvements on said land, did you amend it, if so, have you set up an and to [illegible]

Ans. I did put improvements on said land, I built a house and small barn and had a well dug and put fence, and had some [illegible] made - and it all cost me about $600.

10 [illegible]

Ans. About 270$. I had [illegible] at 20 [illegible] [illegible] [illegible] [illegible] the [illegible].

11 Did you have any other [illegible] [illegible] If so state the kind [illegible] [illegible] for it.

Ans. [illegible] $ [illegible], I [illegible] [illegible] [illegible] [illegible]

Ans. [illegible] lands and coming to [illegible] 1850. and I arrived here in the 1500 and 4000 [illegible] the next [illegible] a year after I arrived here [illegible] 1851.

13. To whom did you sell your corn crop in [illegible] 1851 your hogs, corn and calf.

Ans. I sold the corn to a [illegible] store. I did not sell to anyone the corn after I [illegible] I sold the calf and hogs to [illegible]

14. What was the first land purchase you made after you got [illegible] and the price you paid.

Ans. The Lucrist [illegible] I bought therefor [illegible] of [illegible] Dyke [illegible]

15. Name how did you make the [illegible] and state the [illegible]

Ans. [illegible]

[illegible]

[illegible] Bill of money [illegible]
[illegible] 1818.

10 How much money did you have
when [illegible] and the price paid.

Ans. The [illegible] be [illegible]
[illegible]

$450. [illegible]

[illegible]

[illegible] you made [illegible]
[illegible] in the [illegible] and [illegible]
[illegible]

Ans. The last piece was purchased
of [illegible] [illegible] the [illegible]
[illegible] 1818.

10 How much money did you have
left, and what was you do with
it.

Ans. [illegible] ~~[illegible]~~ [illegible]
[illegible] left.

19 From this statement you purchased and paid for how much land?

A. I purchased [illegible] acres and [illegible] for $1944.50, in the [illegible] but this includes the life [illegible] which I sold and [illegible] vested 200 of the [illegible] [illegible] place.

20 From what other sources outside of the $1350.00 I mentioned you received and the $300. got from the McElroy estate did you receive money with which to make these purchases.

A. I received of personal estate money from the McElroy Est. 100$ from Lucinda Mathews McElroy estate about 150$ I received money [illegible] the [illegible], about 100$ from the estate of my brother [illegible] who died [illegible].

21. Who paid you the money you received from [illegible] estates.

A. I [illegible] [illegible] to [illegible].

22 Who paid you the money received from the estate of your Grandmother McElroy.

Ans. [illegible]

23 If the answer [illegible] was received [illegible] from [illegible] what [illegible] the [illegible] witness.

Ans. [illegible]

24. Did not H. C. Jaclyn since your [illegible] death give you $100.00 in [illegible] which was part of the proceeds of sales made by you in 1880.

Ans. [illegible].

25 Did you not [illegible] as [illegible] McElroy's receipt [illegible] and is not such receipt for the [illegible] $76.09 and is not that all you received from the personal estate of your Grandfather John McElroy.

Ans. It is not [illegible] that [illegible].

26. I now show you a receipt dated Sept. 3. 1886. will you please say whether or not that receipt is not in full of your distributive share of said McElroy's estate. [illegible] in this connection please read said receipt to the [illegible] as the [illegible] reply [illegible] part of your [illegible]

[illegible]

[illegible]

26.00 Received of [illegible] the [illegible]
of the [illegible]

[illegible]

27 [illegible]

What price did you pay for the land you pay it for?

Ans. I did purchase it I think I made the purchase some time before the date of the deed. Deed which is dated the 1st of [illegible]. I made it forever. I don't think I paid him anyhow from it I don't think the Commissioners stated in the deed is correct. I found land about [illegible] acres of it [illegible] the land [illegible] but it was found in brush & timber [illegible] something like that.

28. Now if you only paid $250.00 [illegible] why did you give $[illegible] for it in [illegible] [illegible]

Ans. I did not [illegible] it [illegible] I know [illegible] I know nothing about it then I gave the deed I [illegible] he thought he got it [illegible] [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Ans. I just had [illegible] Engineer [illegible] [illegible] [illegible]

Oct. 14 1892

H. H. [illegible] another witness of lawful age introduced by the Defts being first duly sworn deposes and says:—

Deft. Did you or not, have a contract with A. P. & J. P. Lenhart for the building of a large brick house — [illegible] if so state the date of said contract.

Objected to as incompetent irrelevant and [illegible] on ground that in this suit [illegible] Pltff

Answer Yes. The contract was made 18th day of January 1889.

Examined

Questions, did said H. H. Richmond [illegible] the 18 of [illegible] you were [illegible] to a certain [illegible] when you are complete your work.

Answer Yes he & his administrator did.

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Question. Can it be [illegible] [illegible] [illegible]

Graham did not hold out to you or
represent that he was the owner of
[illegible] of the [illegible] of [illegible] at the time you [illegible] the
[illegible]

Cross-exam. I do not remember.

Q. My [illegible] was that [illegible] in order
to prove that you [illegible] carefully
[illegible] the [illegible] in advance.

Cross-exam. My recollection is that J. C. Hockinson and
James H. Orr stated that they considered
S. P. Graham honest and good.
And further the witness saith not.

[illegible]

I, [illegible] County Clerk do
hereby certify that the foregoing depositions were taken
before me at the place and
times mentioned in the caption
which depositions to each subscribed
by the witnesses and sealed up
by the [illegible] and the witness [illegible]

at [illegible] I was directed to
place the depositions for the
[illegible]
[illegible]
[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

To L. P. Graham and Lavina J. Graham

You are hereby notified, that on the day of November 1892, at the dwelling house of John A. Milbourn in Butler County State of Kansas, I shall proceed to take the depositions of John A Milbourn and others, to be read as evidence in my behalf, in a certain suit in Equity, depending in the Circuit Court for Lee County Virginia, wherein I, who sues for the benefit of S. V. F. Richmond and B. H. Sewell administrators of the estate of M. D. Richmond deceased, am plaintiff, and you and others are defendants; and if from any cause the taking of said depositions be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, and from time to time, and from place to place, until the same shall be completed.

This the 28th day of October 1892.

Respectfully

W. C. Joslyn, who sues for the benefit of S. V. F. Richmond and B. H. Sewell administrators of the Estate of M. D. Richmond dec'd.

By Terrence L.

H. C. Joslyn for ctr.

vs { Notice to take depositions.

S. O. Graham et al

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

The depositions of John A. Milbourn ~~and others~~ taken before me D E Buchanan a notary public for the County of Butler and state of Kansas, pursuant to notice here to annexed, at the dwelling house of John A. Milbourn in the County of Butler and state of Kansas, on the 5th day of November 1892, to be read as evidence in behalf of H. C. Joslyn, who sues for the benefit of S. V. F. Richmond and B. H. Sewell administrators of the Estate of M. D. Richmond deceased, in a certain suit in Equity, depending in the Circuit Court for Sec County Virginia, wherein S. P. Graham and Lavina J. Graham and others are defendants, and H. C. Joslyn, who sues for the benefit of S. V. F. Richmond and B. H. Sewell administrators of the Estate of M. D. Richmond, deceased, are plaintiffs.

The witness John A. Milbourn being duly sworn, deposes as follows:

Ques 1. Please state your age, occupation and place of residence.

Ans "Thirty years old (30) A farmer & stock raising. Butler County Kansas."

Ques 2. Please state whether you are acquainted with Lavina J. Graham, formerly Lavina J. Pendleton, or not. Ans. I am.

Ques 5. Please state as nearly as you can the amount of money which Mrs Lavinia J. Pendleton, now Mrs Graham, had when she left the state of Kansas, to settle in Virginia.

To the best of my knowledge she had about Nine Hundred dollars ($900)

And further this deponent saith not.

Ques

Arthur McNally, another witness being duly sworn, deposes as follows:-

Ques 1. Please state your age, occupation and place of residence.

Ques 2. Are you acquainted with Mrs Lavinia J. Graham, formerly Lavinia J. Pendleton?

Ans 3 Did Lavina J. Graham, formerly Lavina J. Pendleton own any land or interest in land in the state of Kansas, if so how much, what disposition did she make of it, to whom, and for what price.

Ans 4 What personal property was owned by the said Lavina J. Graham at the time she sold her real estate in Kansas, and what sum did she realize from the sale of said personal property?

Ques 5. Please state as nearly as you can the amount of money which Mrs Lavina J. Pendleton, now Mrs Graham, had when she left the state of Kansas, to settle in Virginia.

And further this deponent saith not.

State of Kansas, } to wit:
County of Butler }

I, J. E. Buchanan a Notary Public for the County of Butler, in the said State, do hereby certify that the foregoing depositions of John A. Milbourn and Arthur McAtally, were duly taken, sworn to, and subscribed before me, at the time and place, and for the purpose in the caption hereto mentioned.

Given under my hand and notarial seal, this the 5th day of November 1892

J. E. Buchanan Notary Public

Comm. Exp. June 18th 1895.

H. C. Joslyn posts
E. Depositions
vs
J. E. Graham et al

32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

Original Order

To S.P.Graham, Lavina J.Graham, and J.P.Graham.

You will please take notice that on the 5th day of November 1892 at the Clerk's Office of the Circuit Court of Lee County, we will proceed to take the depositions of George W. Blankenship and others to be read as evidence in behalf of the Plaintiffs in a certain cause in Chancery now pe nding in the Circuit Court of Lee County in which H.C.Joslyn for &c is Plaintiff and you are defendants, if from any cause said depositions are not completed an that day the taking thereof will be continued from day to day, from time to time, and from place to place till finished.

You can attend and Cross-examine said witnesses if you so desire.

Very truly &c.

H. C. Joslyn for the Benefit of S. F. Richmond and B. H. Sewell Adm'rs of H. D. Richmond dec'd

by,

Pridemore Duncan & Sewell

Attys.

N.C. Josiyen for 56
vs ⅓ Notice
S. P. Graham et als

To S.P.Graham, Lavina J.Graham, and J.P.Graham.

You will please take notice that on the 5th day of November 1892 at the Clerk's Office of the Circuit Court of Lee County, we will proceed to take the depositions of George W. blankenship and others to be read as evidence in behalf of the Plaintiffs in a certain cause in Chancery now pending in the Circuit Court of Lee County in which H.C.Joslyn for &c is Plaintiff and you are defendants, if from any cause said depositions are not completed on this day the taking thereof will be continued from day to day, from time to time, and from place to place till finished.

You can attend and Cross-examine said witnesses if you so desire.

Yours truly &c.

H C Joslyn for the
Benefit of H. A Richmond et al
B H Sewell Agent of H. A. Richmond

By
Buchanan & Sewell
Solicitors

H. C. Joslyn for 86

vs. Notice

S. P. Graham et al

Ex

The deposition of George H [illegible]
[illegible] taken before me [illegible] at the Law Office of the Circuit Court of [illegible], on the [illegible] day of November [illegible] to the notice herein attached which are referred to in the case on behalf of the Plaintiffs in a chancery cause now pending in the County Circuit Court in which [illegible] is Complainant and [illegible] Defendants.

Present attorneys on both sides.

Cross Ex. By Blackwood [illegible] Sworn [illegible] [illegible].

Cross Q. Please state whether or not you ever heard Samuel P. Nelson state how much property he owned, and if so when and where or at what place.

The taking of this deposition is adjourned to [illegible] upon sufficient notice. [illegible]

Cross by Defd.

Was the statement read to you [illegible]

Ans. It was read to me [illegible]

Q. Was the said statement signed by and sworn to by said Grant?

Ans. It was.

[illegible]

Reexd. Q. Have you heard said Grant make said statement on any other occasion [illegible]

said statement analy, and
[illegible] he believes that his
statement was confined to
writing by him. He answers
said statements in response
to questions asked by me.

In answer to first question
witness states that he heard
Samuel P. Orsborn make a
statement as to what the name
would be, it was about 2 years
ago, it was at the time
the mill was going, was a member of
Friend Project ~~&c~~ distillery and
the mill was running in affiliation
as a society, and for this purpose
[illegible]. I was for being the
president and M. S. Cornish, was I
being a member, [illegible].

Lazz. If Mr Lawrence & Cochran stated how
much property he owned at and before
[illegible] time [illegible] of

What did he [illegible]

Ans. My recollection is that he stated it was worth three thousand five hundred dollars. Three thousand dollars worth of real-estate & five hundred dollars worth of personal property consisting of horses, cattle, hogs, &c.

Ques. 9 Please state [illegible] tracts of land he owned & where [illegible] where they were located & who it joined?

Ans. He stated the number of tracts, also the number of acres, the location of said land & who it joined; but my recollection is not sufficient to make any accurate statement as to any of above questions in regard to number of tracts, acres location or who it joined.

My recollection is that he stated [illegible]

on Powell's river & east of the Court house.

Ques. 4. You say said statement was reduced to writing by you, please state in whose possession said writing is now in, and whether or not it can be procured.

Ans. My recollection is that I reduced said statement to writing; but I do not know whose possession it is in or whether I could procure it or not. Upon request I made efforts to procure said statement & failed.

The further taking of these depositions are continued until Monday the 7th Nov 1892. L. A. Coldwell Pres.

Provisional 7th 1892. Met pursuant to adjournment at the same place.

Thomas J. Ely another witness of lawful age being first duly sworn deposes and says

1 Question. Were you the administrator of the estate of said McElroy, who was the wife of the late John McElroy.

Ans. I was.

2 question. How much did you pay to Lorina J. Graham, as her distribution of the estate of her grandmother the said Lydia McElroy, and in your answer, please copy your receipt as taken by you if you took one.

Ans. I paid her $14.09. I took a receipt from her and her husband L. P. Graham, which receipt is in the following words and figures, to-wit: Received of T. J. Ely, Admr. of Lydia McElroy dec'd fourteen & 09/100 dollars my distributive share of the personal estate of said Lydia McElroy, dec'd being one fourth of my mother's Polly Wilbourne share. [illegible]

Lavina J. Graham. Samuel P. Graham. This is all that I ever paid her so far as I now remember.

And further this deponent saith not.

Thomas J. Ely

Witness
Chas. [illegible]
[illegible]

Witness

Lee County to wit:

I, [illegible] Notary Public in and for said County in said State do hereby certify that the foregoing deposition of [illegible] taken before me, duly sworn to by the witnesses, at the times and place and for the purposes mentioned in the caption hereof, [illegible] [illegible]

[illegible]

Terms fee 3.00
Costs 2.00
5.00

To S. E. Turner, S. P. Graham, Lavina Graham and J. P. Graham:

-------You are herby notified that on the 26th day of February 1897, at the office ~~Xxx Xxx Xxxxxx~~ W. F. Harris in Greenville, Hunt County, Texas, I shall proceed to take the depositions of L. D. ~~Kx~~ Kinser and others to be read as evidence in my behalf in a certain suit in equity, pending in the Circuit Court for Lee County, Virginia, wherein I am ~~px~~ plaintiff and you are defendants; and if from any cause the taking of the said depositions be not commenced, or if commenced, be not completed on that day, the taking thereof will be adjourned from day to day, and from time to time and from place to place, until the same s hall be completed. This the 19th day of February 1897.

Respectfully,

H. C. Joslyn for T. C.,
By Counsel,

H. C. Jaslyn Admr
for re
vs
Notice
S. P. Graham et als

I accept legal service
of the within notice
Feb 19th 1897.
S. E. Lymer
By Orr & Blackenship
his Counsel.

Executed by delivering
a true copy of the
within notice, to
J. P. Graham and
Lavina Graham,
and the said S. P. Graham
not being found at his usual
place of abode, I further executed
said notice as to J. P. Graham, by
delivering a true copy of same
to his wife Lavina Graham who was over sixteen years of age,
being found at his abode, and by explaining
the purport of same to her.
This the 20th day of February 1897.
Jas. M. Weston D.S. for H. P. Weston S.F.C.

----The deposition of L. D. Kinser taken pursuant to notice hereto attached, on the 26th day of February 1897, at the office of W. F. Harris in Greenville, Hunt County, Texas, which deposition is intended to be read as evidence in a certain suit in equity pending in the Circuit Court of Lee County, Virginia, in behalf of the Plaintiff, in which H. C. Joslyn, for , etc., is plaintiff and J. P. Graham and others are defendants.

L. D. Kinser, a witness of lawful age, being first duly sworn deposes and says:

Ques. 1. Please state your age residence and occupation ?

Ans. 47 years of age, reside in Hunt County, Texas.

Ques. 2. Do you know the defendants in this suit, to-wit: S. P. Graham, Lavina Graham, J. P. Graham and S. E. Turner, if so, how long have you known them, and if you are related to any of them, state which one, and what is the realtionship ?

Ans. I do, - have known them all my life, S. P. Graham and J. P. Graham are my uncles, Lavina Graham is my aunt by marriage.

Ques. 3. State whether or not you are acquainted with the tract of land in controversy in this suit, it being the share of land laid off and assigned to W. R. Graham in the partition of the lands of John Graham, deceased, if so how near did you live to it ?

Ans. I am acquainted with the land, - until my removal to Texas in the year 1888 I lived in Lee County, Virginia within about one mile of this land.

Ques. 4. I now hand you a certified copy of a deed made by J. P. Graham and wife to S. P. Graham, dated on the 9th day of November 1881, and call your attention specially to the second or last tracts mentiond in said deed, and ask you to state what you may know of said conveyance and the consideration therefor. And I ask you to file said copy of said deed as exhibit X 1 with your deposition ?

Ans. I was acquainted with the transaction. My father, Jefferson Kinser, and I purchased this 40 acres from J. P. Graham also another tract of 20 acres. We afterwards traded this land to S. P. Graham for certain lands and as J. P. Graham had not made deed to us we had him to make deed direct to S. P. Graham, and we paid J. P. Graham the full consideration recited in deed, viz, seven hundred and fifty dollars. - I have attached certified copy of deed marked "exhibit X 1."

Ques. 5. I now hand you a certified copy of a deed made by S. P. Graham and wife to Jefferson and L. D. Kinser, dated on the same day as the foregoing deed, and ask you to state to whom the consideration mentiond in said deed was paid, and if you answer that you paid it to J. P. Graham, state why you so paid it to him ? Please file said copy of said deed with your deposition marked X 2 ?

Ans. The consideration herein mentioned was that we exchanged him the 40 and 30 acres shown under question 4 for the 35 acres herein mentioned, and received $250.00 extra, - we paid seven hundred & fifty dollars to J P Graham for land bought from him as shown under preceding answer in which we directed him to deed to S. P. Graham. The consideration in deed from S. P. Graham and wife to Jefferson & L. D. Kinser was paid in full. I have attached certified copy of deed marked "X²".

Ques. 6. State whether or not that said tract of land, or one of the tracts of land, was not exchanged by S. P. Graham to J. P. Graham for the second tract of land mentioned in the first named deed; that the said J. P. Graham then sold said land to you and your father, Jefferson Kinser, and had the said S. P. Graham and wife to convey the same to you instaed of to him. State fully about said transaction ?

Ans. It was not. There was no trading between S. P. Graham and J P Graham. The trade was as shown under answers No.s 5 & 6, - we bought 70 acres from J. P. Graham for which we paid him $750.00, before deed was made we traded this land to S. P. Graham for the land ~~shown~~ under X² and received $250.00 to boot, - we paid J. P. Graham $750.00 for his land, - and we traded this land to S. P. Graham for other lands as shown under X² and received $250.00 difference, and as J P Graham had not made deed to us we had him to make deed to S. P. Graham. The entire transactions only covered a few days time.

Ques. 7. After the conveyance of the said W. R. Graham's share of land, by J. P. Graham to S. P. Graham, who took and held possession thereof ?

Ans. S. P. Graham took possession of same.

L. D. Kinser

State of Texas, County~~xx~~ of Hunt, to-wit:

I, Wm F Harris a Notary Public in and for the county and state aforesaid, do hereby certify that the foregoing deposition of L. D. Kinser was duly taken, sworn to and subscribed before me at the time and place and for the purpose in the caption hereto mentioned. Given under ~~xxxx~~ hand and official seal, this the 26th day of February 1897.

Wm F Harris

Notary Public, Hunt County, Texas.

~~Affd of Jolyn force~~
~~vs~~
J. P. Graham et al

Received by mail
in good condition
& filed March 2nd 1897
A B Munsey Clerk

This deed made this 9th day of November 1891 by and between James K.P. Graham & Mary Elizabeth his wife of the one part and Samuel P. Graham of the other part, all of Lee County and State of Virginia

Witnesseth, That said Jas. P. Graham and wife, for and in consideration of the sum of seven hundred & fifty dollars to them in hand paid or secured to be paid the receipt whereof is hereby acknowledged, doth hereby bargain, sell, deliver, & convey unto the said Samuel P. Graham two certain tracts of land lying and being in said County of Lee the one bounded as follows, towit: Beginning at a rock, on South bank of Powels River, thence down said river as it meanders 34½ poles to a small elm, thence South 53 E. 177 poles to a stake on top of Wallins ridge, thence N. 57° E. 14 poles to a stake, thence N. 88½ E. 12 poles to a small chestnut oak, thence N. 67½ E. 4 poles to a stake, thence N. 33° W. 162 poles to the Beginning, containing thirty

acres more or less. And the other of said two tracts is bounded as follows, to wit: Beginning at a sycamore on the north bank of said river, thence N. 15-1/2 W. 12 poles to a stake near a grave yard, thence N. 5-7 1/2 W. 12 poles to a stake at a spring, dividing said spring, thence N. 13 W. 65-1/2 poles to a stake in Nancey Burkes line, thence with said Nancey Burkes line N. 85-E. poles to a fallen corner, between said Nancy Burkes, Woliver and John Graham deceased, thence S. 68 1/2 E. 24 1/2 poles to a dogwood, thence N. 5-7 1/2 E. with said Woliver line to a hollow below said Wolivers spring, striking Thomas Grahams line, and with said line to the river, and with the meanders of said river to the Beginning, containing forty acres more or less. And said James K.P. Graham and wife do hereby covenant to & with said Samuel P. Graham that they will warrant generally the said two tracts of land herein described & conveyed. To have and to hold unto the said Samuel P. Graham & his heirs forever together with

the appurtenances thereunto belonging, and in this conveyance it is expressly reserved by said James K.P. Graham and wife the right of way for a wagon road within the bounds of said tracts for the benefit of L.D. & Jefferson Kinser. Witness our hands and seals the day and year first herein written.

James P. Graham (seal)
Mary E. Graham (seal)

Virginia, Lee County, to wit:

I, John B. West a Notary Public in and for said county & state do hereby certify that Jas. K.P. Graham and Mary Elizabeth Graham, whose names are signed to the foregoing deed, bearing date November 9th 1881, have acknowledged the same before me in my said county. And said Mary Elizabeth wife of Jas. K.P. Graham aforesaid being examined by me privily & apart from her said husband & having said writing fully explained to her, she, the said Mary Elizabeth Graham acknowledged the same to be her act and deed and declared that she had willingly executed the same and does not wish to retract it. Given

under my hand this 9th day of November 1881.

John B. West N.P.

Virginia, Lee County Court Clerk's Office the 15th day of July 1887.

The foregoing deed bearing date Nov. 9th 1881 between Jas. P. Graham & wife of the first part, and Samuel P. Graham of the other part, all of Lee County Va was this day filed in this Office and admitted to record upon the certificate of John B. West a Notary Public for Lee County. Va

Teste: John R. Gibson, Clerk.

A Copy, Teste:

D. F. Richmond Clerk.

Jas. H. P. Graham and Mary E. his wife to Deed Samuel P. Graham

D. 73. 32 page 357.

Cons. 75 cts

"Y."

This Deed, made this 9th day of November 1881, by and Samuel P. Graham & Mary J., his wife, of the one part, and L.D. and Jefferson Kinser of the other part all of Lee County, State of Va., Witnesseth, That said Graham and wife for and in consideration of the sum of Five Hundred and Fifty Dollars to them in hand paid or secured to be paid, the receipt whereof is hereby acknowledged, doth bargain, sell, deliver and convey unto said L.D. and Jefferson Kinser, a certain tract or parcel of land, lying and being in said County, and on North side of Wallens Ridge & bounded as follows: Beginning at a stake a corner of Stapleton heirs lot, thence down the River about thirty poles to a stake; thence S. 33. E. 198 poles to a stake on top of said ridge; thence along the top of ridge as it meanders N. 58 E 12 poles to a large rock thence 88½ E 12 poles to a chestnut oak; thence N. 67½ E. 6 poles to a stake corner to Stapletons heirs and with their line North 33° W. 200 poles to the Beginning containing 35 acres To have and To hold unto the said

L. D. and Jefferson Kiser, and their heirs forever, and said Graham and wife hereby covenant that they will warrant generally the tract of land hereby conveyed. Witness, following signatures and seals the day and year first herein written.

Samuel P. Graham (Seal)
Mary Jane Graham (Seal)

Virginia, Lee County, to wit:-

I, John B. West a Notary Public in and for said County & State do hereby certify that Samuel P. Graham and Mary J. Graham, whose names are signed to the foregoing writing, bearing date November 9th 1881 have acknowledged the same before me in my said County; and said Mary J., wife of Samuel P. Graham aforesaid, being examined by me privily and apart from her said husband and said writing fully explained to her, she the said Mary J. Graham acknowledged the same to be her act and Deed and declared that she had willingly signed and executed the same and does not wish to retract it. Given under my hand this 9th day of November 1881

John B. West, N.P.

Virginia, Lee County Court Clerks Office Sept 12th 1888.

The foregoing Deed bearing date Nov. 9th 1881 between Samuel P. Graham & wife of the one part and L.D. and Jefferson Kiser of the other part all of Lee County Va. was this day filed in this office and admitted to record upon the certificate of John B. West a Notary Public for Lee County Va.

Teste: John R. Gibson, Clerk.

A. Copy, Teste:

S. T. Richards Clerk

Samuel P. Graham & wife

To Deed.

L. D. & Jefferson Shiver

D.B. 23 Page 357

Clark Co

"X 2"

Press S. V. F. Richmond & B. H. Sewell admin-
istrators of the estate of M. D. Richmond dec.

You will please take notice that on the first day of October 1892, at the dwelling house of Wm J. Standerfer in Union County, State of Tennessee, we will proceed to take the depositions of said Standerfer and others, which depositions when taken are intended to be read as evidence in our behalf in a certain suit in chancery pending in the Circuit Court of Lee County Va. in which H. C. Dasley, who sues for your benefit is plaintiff, and we and others are defendants; and if from any cause the taking of said depositions is not commenced on that day, or if commenced is not completed on that day, the taking of the same will be adjourned from time to time and from place to place until completed.

Very respectfully.

S. P. Graham.
Lavina J. Graham.
By Counsel

[illegible] 1892

[illegible]

[illegible]

Notice to [illegible]

[illegible]

[illegible]

Oct 1st 1892.

[illegible]

[illegible]

State of Tenn.
Union County } ss.

The deposition of William J. Standefer taken pursuant to notice at the dwelling house of Wm J Standefer in Union County, State of Tennessee, on the 1st day of October 1892, to be read as evidence in a chancery suit pending in the Circuit Court of Lee County Va. in which [illegible] is for the benefit of [illegible] Richmond — [illegible] Admr. of [illegible] deceased are complainants and [illegible] are defendants, [illegible] William J. Standefer being duly sworn, deposes and says:

Ques. 1st.

Please state anything you may know about the sale or sales by S. P. Graham of any lands in Lee County Va. to Lavinia J. Graham his wife, if you know of such sale or sales, and tell all you may know about it.

Ans. In January 1888 I was Present and heard S. P. Graham agree To Sell To Lavinia J. Graham his wife The Home or River farm. That the Dwelling House Stands on And Some Time in the Same month

I. Collectted Five Hundred Dollars
more or less. in Five Dollar Bills
From G. W. Spencer the amount said
Spencer agreed to pay Lavina J. Graham
for her Seventy Seven acors of Land on the
Main Road ajoining my Land
And I paid Said Money To Lavina
J. Graham Sitting by the fire side
of S. P. Graham Then Lavina J.
Graham paid To S. P. Graham a
part of Said Money In my Presants
Sitting by their fire Side And the
General Understanding Between us
all Thare Was it Was a part of the
Purchast Money She Paid S. P. Graham for the Home or River
Farm the Same Land That is now
in dispute. Now as To the Land trade
Betwe n S. P. Graham and Wife for the
Home or River Farm I Believe it To
Bee Real and Permanat and in good
faith Now as To the amount She was To
pay S. P. Graham I Cant Say. And the
amount She paid in my Presants I cant
Say. Butt She paid him a
Considerable Buntch of five Dollar
Bills Now these are all facts To the
best of my Knowledge

William J. Standefer. Sr

State of Tenn } S.S.
County of Union }

I Martin Cook a Justice of the Peace in and for the County of Union and State of Tenn do Certify that the foregoing Deposition of William G. Standerfere sen Were duley Taken Subscribed and Sworn to before me at the Time and place and for the purpose in the Caption Mentioned Given under my hand ~~Seal~~ Official Seal This the 1st day of Oct 1852

Martin Cook (Seal)
J P for Union County
Tenn

Justice Fee $1.00.
Postage 4
Witness W. G. Standerfere 1 day $1.50

Allowed through
the Will in good
condition from
Justice Stone
Coroner's Office
and delivered to me,
6th Mar. J. A. Hyatt

S. N. F. Richmond & B. H. Sewell:

TAKE NOTICE, That I on the 3rd day of Dec. 1882, at the dwelling house of John M. Milburn in Butler County Kansas,

I proceed to take the deposition of John M. Milburn

which, when taken, I do intend to be read as evidence in behalf in a certain suit in Chancery now pending in the Circuit Court of Fairfax county, State of Virginia, in which H. C. Joslyn is the plaintiff, and S. P. Graham & al are defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from time to time and from place to place, until completed. Given 24 , 1882.

Very Respectfully,

[illegible]

[illegible] 24/32

[illegible] following [illegible]
copy of the written
[illegible] Sermon [illegible]
[illegible] P. Rich[illegible]
& B. W. [illegible]
[illegible]

[illegible]

The deposition of John W. Wilkinson taken before me, Orin L. Mason a notary public for the County of Butler and State of Kansas, commenced & written & concluded at the dwelling house of John W. Wilkinson in the County of Butler and State of Kansas on the 3rd day of December 1892 to be used as evidence in behalf of Farmers & Drovers National Bank in a certain suit in Equity, depending in the District Court of the County of Philadelphia, Kansas & Pa. wherein the Trustees of the Estate of W. P. Bennett deceased are plaintiff and the said Farmers & Drovers National Bank and others are defendants.

The witness John W. Wilkinson being duly sworn deposes as follows:

Q. Please state your name, age, residence and post office address?

A. My name is John W. Wilkinson, my age is 53 years, occupation farming, my place of residence about two miles north of El Dorado, Butler County, Kansas

Question [illegible]

Ans. I am

Question [illegible]

Ans. Yes she owned [illegible] acres of School land. She sold it to Henry Milbourne for One Thousand Dollars

Question [illegible]

Lavina J. Graham had the following personal property and sold and realized from such sale the following sums:
A note of $100 for which she received $109.72
17 ducks of sum for which she received $200.00
12 hogs, $100.00 one cow and calf $52.00
Cook Stove $10.00 Grain $7.00 Rope $3.00.
She had some money and also
She had other personal property, about 50 acres of grass, household furniture, potatoes and other garden produce & poultry. She sold these & do not know what she got for them

She had about One Hundred Dollars Worth and Nine ($109.00) when she left Kansas for Virginia. She also had a note for $194.00 due in one year from that time at 6% interest. This note was paid in full when due and she received the amount to her in Virginia

Question 6. [illegible]

Ans. She is my sister, I acted as her agent and did the principal part of the buying and selling with her. I accompanied her in selling the 15 acres of land and in closing out the affairs when she left here to live in Virginia. She stayed with me for about a week just prior to her leaving for Virginia.

Question 7. [illegible]

[illegible]

[illegible] [Witness sign here]

[illegible]

Curtis L. Harris

[illegible]

[illegible]

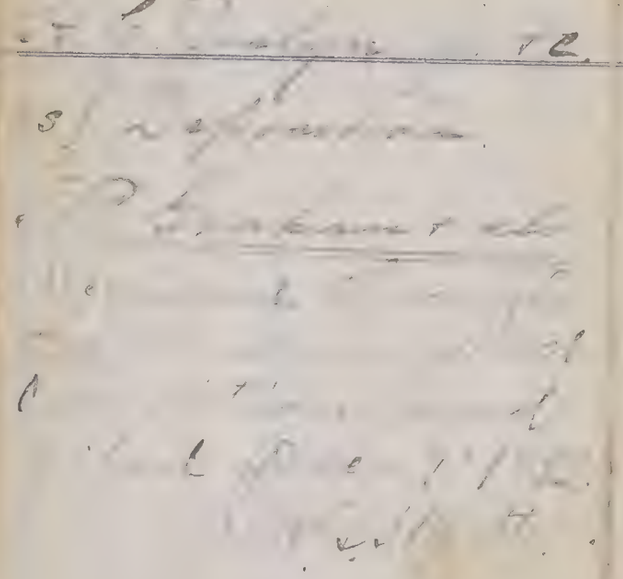
3rd

Curtis L. Harris
Notary Public
Butler County Kansas

Put official seal here

Fees. $3.00

Paid by defendant Lavina J. Graham
Curtis L. Harris
Notary Public



S. V. F. Richmond & B. H. Sewell:

TAKE NOTICE, That I on the 10th day of Dec., 1892, at the dwelling house of H. B. McAuly, in Jasper County, Missouri

will proceed to take the deposition of said H. B. McAuly

which, when taken, is intended to be read as evidence on his behalf in a certain suit in Chancery now pending in the Circuit Court of Gee county, State of Virginia, in which H. C. Joslyn, who sues for his benefit, plaintiff, and S. P. Graham & al, are defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from time to time, and from place to place, until completed. Dec. 1st, 1892.

Very Respectfully,

Lewis J. Graham

per Counsel.

vs

Executed by delivering
an office copy of the
within Notice to S. V. F.
Richmond and
B H Sewell this
Dec 2 1892
J L Gloss deputy
for C. E. Flanary
S. L. C

The deposition of A. B. McKeely taken before me, _____, a notary public for the County of Jasper in the State of Missouri, pursuant to notice hereto annexed at the dwelling house of A. B. McKeely in the County of Jasper in the State of Missouri, on the 10th day of December 1912, to be used as evidence in behalf of Emma J. Graham in a certain suit in Chancery now pending in the Circuit Court of Lee County State of Virginia, in which A. E. Jordan, who sues for the benefit of S. D. T. Richmond and B. A. Cecil Admrs. of the Estate of M. D. Richmond dec'd is plaintiff and S. P. Graham et al are defendants.

The witness A. B. McKeely being duly sworn deposes as follows:

Ques. 1. Please state your age residence and occupation.

Ans. My age is Ninety five, my residence is Jasper County Missouri, occupation is farming

Ques. 2. Please state whether you are acquainted with Emma J. Graham formerly Emma J. Pendleton or not.

Ans. Yes Sir I have known her for a number of years, she is a cousin of mine and have lived a neighbor to her

Ques. 3. Did Lavina J. Graham, formerly Lavina J. Pickett, own any land, or interest in land, in the State of Kansas; if so, please state what disposition she made of it, to whom, and for what price?

Ans. Yes Sir, She owned Eighty Acres, and She Sold it To Henry Milbourn on Aprelle of Yeas in the November 1883, for a consideration of one Thousand dallars ($1000.00) of Which seven hundred and Sixty Dollars ($760.00) was paid to her, and the Ballance was paid to the State To satisfy a Mortgage of School money.

Ques. 4. State, if you know whether the said Lavina J. owned any other property besides said land at the time she sold out in Kansas and removed to Virginia.

Yes Sir; She had about Twenty Acres in Corn, and a Cow and Calf, and a bunch of hogs Don't Know Just the number, and she was Very well fixed in her house hegarding house hold goods. furniture etc.

And further this deponent saith not.

A B McNelly

Missouri,
Jasper County, to-wit:

I, a notary public for the County of Jasper in the State aforesaid do hereby certify that the foregoing deposition of A. B. McNeely was duly taken, sworn to, and subscribed before me, at the time and place, and for the purpose in the caption hereto mentioned.

Given under my hand and official seal this 10th day of Dec. 1892.

my comm. expires apr-1-1895

S. P. Ballard
Notary Public

[illegible] Deposition

Graham

Costs for taking Deposition $7.00

H. C. Joslyn for &c
vs
J. P. Graham et al; } Lee Cir.

To the Hon. H. S. K. Morrison, Judge of the Circuit court of Lee County, Virginia:

The undersigned special commissioner in the above styled cause would respectfully report; That pursuant to the terms of a decree entered in this cause on the 15th day of March 1893, after having first published the time, terms & place of sale by posting written notices thereof as directed by said decree, he on the 16th day of May 1893 that being the second of the May term of the County court of Lee County offered the tract of land in the Bill & proceedings mentioned known as the 44 acre or home tract, to the highest bidder, on a credit of 1 & 2 years, except as to cost of suit & commissions of sale which he required to be paid down.

At said sale S. E. Turner being the highest bidder said land was knocked down to him at the price of $361 10

Said purchaser paid down $73 31 the amount of costs & expenses of sale, of which sum your comm

disbursed the cost of suit amounting to $57.09 as taxed by the clerk to those entitled thereto & took receipts for same which are now in possession of your comr. The residue of said cash payment, $16.22 your comr retained as his commissions.

For the deferred payment he took two note for $143.84 each payable to himself as comr. bearing interest from date & due in 1 & 2 years. Said purchaser gave T. J. Ely & L. L. Roop as surety, which your comr deems good & sufficient.

Said sale your comr believes to be a good one & recommends its confirmation.

Respectfully,

D. C. Sewell

Spec Comr.

H. C. Jordyn for pl

20 } Report of sale
[illegible] Court.

J. P. Graham et al

Filed May 23rd 1883
J. C. Hyatt C

W. C. Jordan for Pl
vs } In Chy.
J. P. Graham et al }
To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County, Virginia:

Pursuant to the terms of a decree entered in the above styled cause on the 14th day June 1897 appointing him a Comr for the purpose of selling the land in said decree mentioned, would respectfully report, that after giving the bond & after advertising said land as required by said decree, he, on the 18th day of Oct. 1897, at the front door of the Court house on the terms & in the manner as fully set out in said decree offered said land (the J. P. Graham 40 acre tract) for sale to the highest bidder.

At said sale Sarah L Check bid the sum of $162.00 which was the highest & last bid offered & accordingly said land was knocked down to her at that price, who became the purchaser thereof.

Said Check purchaser as aforesaid paid to your Comr the cost of suit to wit, $17.87 & the costs of sale, to wit $8.10 & executed her notes for the deferred payments to wit $136.08, payable

in two equal annual installments bearing interest from date with C. E. Chick, George W. Blankenship & S. S. Singer as surety, which your Comr deems good.

Your Comr. retains his commission & holds subject to your Honor's orders the cost paid him.

Said land was sold low which was the best he could do. It was sold on a court day, in the presence of many people & after it was advertised as directed & he would therefore recommend its confirmation

Respectfully Submitted

D. C. Sewell

Comr.

W. P. Goldizer for
Report of Sale
vs
J. P. Graham et al
Filed Oct 19 1897
J. B. Murray Clk.

KNOW ALL MEN BY THESE PRESENTS, That we D. C. Sewell
J. A. G. Hyatt

are held and firmly bound unto the Commonwealth of Virginia, in the sum of One Thousand dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated 10th day of April, one thousand eight hundred and Ninety three

The Condition of The Above Obligation is Such, That if the above bound, D. C. Sewell shall faithfully perform the duties of this office or trust, as Commr under a decree of the Circuit Court of the County of Lee, pronounced on the 16th day of March, 1893, in the suit therein depending, under the name and style of H. C. Joslyn for &c Plaintiff vs. L. P. Graham et al Defendant and properly account for all sums of money Lee may receive as such Commissioner

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

D. C. Sewell (SEAL.)
J. A. G. Hyatt (SEAL.)
(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

surety on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that

estate after the payment of all just debts, and those for which bound as security for others, and expect to have to pay worth the sum of

dollars.

Given under my hand this day of 18 .

Clerk.

N. C. Joslyn for use
vs } Carrs
J. P. Graham et al } Bond

Filed May 1893
J. A. Kittyatt
C

This deed made this 9th day of November 18[illegible]
by and between James R. P. Graham & Mary
Elizabeth his Wife of the one part and
Samuel P. Graham of the other part, all of
Lee County and State of Virginia
Witnesseth, That said Jas. P. Graham and
wife, for and in consideration of the sum
of Seven hundred & fifty dollars to them
in hand paid or secured to be paid the
receipt Whereof is hereby acknowledged,
doth hereby bargain, sell, deliver, & con-
vey unto the said Samuel P. Graham two
certain tracts of land lying and being
in said County of Lee, the one bounded
as follows to wit: Begining at a rock, on
South bank of Powels river, thence down
said river as it meanders 34 p poles to a
small elm, thence South 53 E 177 poles
to a stake on top of Wallins ridge, thence
N 57° E 14 poles to a stake, thence N 88 p
E 12 poles to a small chestnut oak, thence
N 67 p E 4 poles to a stake, thence N 33°
W 162 poles to the Begining, containing thirty
acres more or less. And the other of said
two tracts is bounded as follows, to wit:
Begining at a Sycamore on the north bank
of said river, thence N 15 p W 12 poles
to a stake near a grave yard, thence N
57 p W 12 poles to a stake at a spring,
dividing said spring, thence N 13° W 65 p poles
to a stake in Nancey Burks line, thence
With said Nancy Burks line N [illegible]

E poles to a fallen corner, between said Nancy Burkes, Wolever and John Graham deceased, thence S 68½° E 24 pr poles to a dogwood, thence N 57 pr E with said Wolever line to a hollow below said Wolever spring, striking Thomas Grahams line, and with said line to the river, and with the meanders of said river to the Beginning, containing forty acres more or less. And said James P. R. Graham and wife do hereby covenant to & with said Samuel P. Grahams that they will warrant generally the said two tracts of land herein described & conveyed To have and to hold unto the said Samuel P. Graham & his heirs forever together with the appurtenances thereunto belonging, and in this conveyance it is expressly reserved by said Jas. P. R. Graham and wife the right of way for a wagon road within the bounds of said tracts for the benefit of L. D. & Jefferson Kiser. Witness our hands and seals the day and year first herein written

James P. Graham (Seal)
Mary E. Graham (Seal)

Virginia, Lee county, to wit:

I, John B. West a Notary Public in and for said county & state do hereby certify that as, R. P. Graham and Mary Elizabeth Graham, whose names are signed to the foregoing deed, bearing date November 9th 1881, have acknowledged the same before me in my said county. And said Mary Eliz beth

Wife of us, R.P. Graham aforesaid being examined by me privily & apart from her said husband & having said writing fully explained to her, she, the said Mary Elizabeth Graham acknowledged the same to be her act & deed and declared that she had willingly executed the same & does not wish to retract it. Given under my hand this 9th day of November 1881

John B. West N.P.

Virginia, Lee County Court Clerks Office the 13th day of July 1887.

The foregoing deed bearing date Nov 9th 1881 between Ja. P. Graham & wife of the first part, and Samuel P. Graham of the other part, all of Lee County, Va. was this day filed in this office and admitted to record upon the certificate of John B. West a Notary Public for Lee County Va.

Teste: John R. Gibson clerk.

A Copy Teste: S. V. F. Richmond clerk

Jas A. P. Graham & wife
to Deed
J. P. Graham

A Copy

Deed Book 22
P 357

Clerk 75 cts

"2"

This Deed made this the 1st day of March 1888 between J. K. P. Graham and Mary E. Graham his wife — the first part, and Lavina J. Graham of the second part, all of Lee County Virginia, Witnesseth that the said James K. P. Graham and Mary E. his wife for and in consideration of the sum of four hundred and fifty dollars in hand paid the receipt of which is hereby acknowledged hath this day bargained sold delivered and conveyed unto the said Lavina J. Graham with covenants of General warranty all their undivided interest in the lands and real estate of which her father John Graham decd. seised and possessed. Which interest consists in the undivided inter of Wm. R. Grahams in said Estate as conveyed to the said J. K. P. Graham by W. R. Graham by deed bearing date Oct 7th 1879

Given under our hands and seals this the day and year first above written

James K. P. Graham (Seal)
Mary E. Graham (Seal)

Virginia Lee county to wit:

I, John R. Gibson Clerk of the County court for the County aforesaid, in the state of Virginia, do certify that James K. P. Graham & Mary E. Graham his wife whose names are signed to writing above bearing date the 1st day of March 1888 have acknowledged the same before me in my county

aforesaid and said deed is admitted to record, Given under my hand this 16th day of May 1888

John R. Gibson clerk

A Copy Teste: S. W. F. Richmond clerk

Jas H. P. Graham & wife
to J Deed
Levina J. Graham

A Copy

Deed Book 26
P 364

"B"
c. 30

This deed made this the 4th day of April 1893, between Samuel P. Graham and Lavina J. Graham his wife of the first part, and Samuel E. Turner of the second part, both parties of the County of Lee State of Virginia Witnesseth, that the said Samuel P. Graham and Lavina J. Graham his wife, for and in consideration of the sum of One Thousand and fifty Dollars, in hand paid and secured to be paid, the receipt whereof is hereby acknowledged doth by these presents grant bargain, sell and convey unto the said Samuel E. Turner the following described tracts or parcels of land, as herein after specially defined and set forth and explained. Viz. A. tract of land known as the Burk and Davis land deeded by deed of said S. P. Graham to Lavina J. Graham bearing date May 1st 1884, recorded in Deed Book No. 20. page 505. and bounded as follows viz, Beginning at a fallen red oak corner to John Wolivers land, thence N. 19° E 56 poles to a stake in a lane, N 1½° W 88¾

"A"

poles to a stake, thence S 71° W 105 poles to two small oaks and a rock on a ridge N 43½° W. 5 poles to a post oak near a Sourwood stump, thence S. 46½° W. 50⅔ poles to a white oak and a double dogwood near a hallow. S. 42° E. 74 poles to a stake on the Trans line, S. 88° E 88 poles to the Begining Containing 89½ acres be the same more or less - and as to this tract of land the parties of the first part warrant generally the title thereto and the said S. P. Graham joins herein in order that he may pass all contingent rights he may have or be entitled to in said tract of land.

Also an other tract of land is hereby Conveyed, known as the W. R. Graham share of land which descended to him from the lands of John Graham decd, which was deeded by said W. R. Graham to said J. K. P. Graham, and by said J. K. P. Graham & wife, to the said Laura J. Graham see deed book No 26 page 364 and bounded as follows viz Begining at a Sycamore on the North bank of Powells River, thence N. 15° W 12 poles to a stake near a Grave Yard

thence N. 57½° 12 poles to a stake at a spring dividing said spring, thence N 13° W 65½ poles to a stake in the Nancy Burk line, thence with said Nancy Burk line 85° E, about 35 poles to a fallen corner of said Nancy Burk, Wolliver and John Graham thence S. 68½° 24½ poles to a stake, thence N 57½° E — poles with said Wolliver's line to a hollow, below said Wolliver's spring striking Joseph E. Graham's line, and with his line to the said River, and with the meanders of said River to the Beginning Containing 40 acres more or less.

And the said parties of the first part warrant specially the title to this tract of land free from the claim of themselves their heirs and assigns, And the said Samuel P. Graham joins in this conveyance in order that he may convey and pass any and all revesionary rights he may have in this tract, and for the further reason that heretofore to wit on the 9th day of November 1881 the said J. K. P. Graham deeded this tract of land to the said Samuel P. Graham upon the condition that said

Samuel P. Graham, was to deed certain lands to him, but the said Samuel P. Graham failed to so do, and wholly failed to carry out his contract in this land exchange, and the parties never held or considered this deed valid, and held it for naught, and in order that all apparent rights of said S. P. Graham pass to the said B. E. Turner, he the said S. P. Graham joins in this conveyance,

But be it expressly understood that a vendors lien is hereby retained on the land hereby conveyed until all the purchase money is fully paid witness the following signatures and seals, this date above written.

Lavina G. Graham Seal
Samuel P. Graham Seal

"A"

Virginia Seal ... ty to wit:-

I, John R. Gibson clerk of the County Court do certify that Lavina G. Graham and Samuel P. Graham whose names are signed to the foregoing writing bearing date April 4th 1873 have acknowledged the same before me in my office and county aforesaid and said deed is admitted to record. Given under my hand this the 4th day of April 1873.

John R. Gibson clerk.

"B"

Recorded in Deed Book 28 pa. 428 &c.
Examined

B. E. Turner
From
Deed
S. P. & L. G. Graham

Lot
Acres 7.40
$ 1.25
$ 2.35

Virginia

At a circuit Court Court continued & held for the County at the Court House thereof Sept 4th 1871

D. G. Pratt & Co

against

B. F. Coleman & Samuel P. Coleman Defts

Pltff } In Debt

The defendants not appearing after having been duly summoned; It is considered by the Court that the Judgment obtained in the Clerk's Office in favor of the Plaintiff against the defendant on note varying, Consideration & exceptions for Two Thousand Three hundred and five Dollars & 25 Cents (2305.25) and legal interest thereon from April 7th 1870, till paid & the costs, & Judgment shall be for the defendants

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] 20

" 4

Bill of Costs

4 6.96
3 1.00
4 2.50
[illegible] 25
10.66
[illegible]

This Deed made this 3 day of March 188, between Henry V. Morgan of the first part and Lizzie V. Anderson of the second part, of the County of Jackson Witnesseth that Witnesseth that for and in consideration of the sum of One dollar in hand paid the receipt of which is hereby acknowledged, the said Henry V. Morgan doth by these presents bargain, sell, deliver and convey unto the said Lizzie V. Anderson a certain tract or parcel of land lying and being in the County and State aforesaid. Beginning at a double Elm on the East bank of Sugar Creek near a corner to Robert Smith land thence with the meanders of said creek 184 poles to a Sycamore on said creek a corner of 15 W 12 poles to a Stake near the Grave Yard N 57½ W 12 poles to a stake in the head of a Spring dividing said Spring N 18 W 18 poles to a stake

and with said last named line
S 85 W 96 poles to a stake on R.
Davis line and with this line
S 26 E 84 poles to where a dogwood
chestnut and black oak were
called for; S 13 E 52 poles to the
Beginning containing 44 acres
more or less and said Henry
F. Morgan doth covenant that he
will warrant & secure the title
to the tract of land herein
described to have and to hold
unto the said Lewis J. Coleman
and his heirs forever subject
to the following reservations to
wit: the widow Mary Coleman
reservation together with
all the appurtenances thereto
belonging. Witness the
following signatures and
seals, this the day and
year first above written.

Henry F. Morgan (Seal)

Virginia: Lee County to wit:
I John R. Gibson,
Clerk of the County Court, do

County aforesaid, in the State of Virginia, do certify that Henry T. Morgan whose name is signed to the writing above bearing date on the 3rd of May 1888 has acknowledged the same before me in my County aforesaid, and said deed is admitted to record. Given under my hand this 23 day of December 1890

John R. Gibson Clerk

A Copy Teste J. A. L. Hyatt D.C.

and J. C.
From Copy of
Deed
Henry F. Morgan
Deed Book 21
page 364

"D"

Heefner Copy 75¢

This Deed made this the 1st day March 1888, between Samuel D. Freeman and Lucinda S. Freeman his wife of the first part and Henry T. Morgan of the second part all of Lee County Virginia Witnesseth, that the said Samuel D. Freeman and wife, for and in consideration of the sum of one dollar to them in hand paid the receipt of which is hereby acknowledged the said Samuel D. Freeman and wife do by these presents bargain sell, convey and confirm unto the said Henry T. Morgan a certain tract or parcel of land lying and being in said County & State and bounded as follows to wit:

Beginning at a double dogwood the North corner of Francis Freeman's corner to Robert Lewis thence with the Freeman's line 104 poles to a Sycamore, Morgan's corner N 15° W 12 poles to a stake near the grave yard. N 57½ W 12 poles to a stake in the head of a spring dividing said spring. N 13 W 05½ poles to a stake, in said Samuel D. Freeman's line and with said line

line B 65 W 56 poles to a stake on
R. Lewis line and with his line
N 20 E 56 poles to a corner of
Chestnut and black oak were
called for N 1½ E 22 poles to the
Beginning containing 4½ acres
more or less; and said Richmond
Dickinson and wife do covenant
that they will warrant generally
the title to the tract of land herein
described to him and to hold
unto the said Richmond Dickinson
his heirs forever (subject to the
following reservations to wit, to
Gordon Young's dower reservation)
together with all the appertenances
thereunto belonging, witness
the following signatures and
seals, this the day and year
first above written

Richmond Dickinson
Lucinda J. Dickinson

Virginia
Lee County to wit:-
I John R. Gilleson
Clerk of the County Court for

the County aforesaid in the State of Virginia do certify that Samuel P. Graham and Lurana P. Graham is not whose name is signed to the writing above bearing date on the first day of March 1888, have acknowledged the same before me in my County aforesaid and said Lurana is admitted to record.

Given under my hand this 25th December 1890.

John N. Lincoln

Clerk } A. Lightfoot D.C.

H. J. Morgan
Copy of
Deed
S. P. Graham & wife
Deed Book 26
page 363.

"C. & D."

Fee for Copy 75 (c)

Know all men by these presents, that I Samuel P. Graham of the County of Lee and state of Virginia am held and firmly bound to Lavina J. Graham his wife of the county and state afore said in the penal sum of nine hundred dollars lawful currency: for which payment shal well and truely be made to said Lavina J. Graham her heirs &c.

Yet on these Concideration, That if said Samuel P. Graham or his heirs shal make or cause to be made to the said Lavina J. Graham his wife, or heirs, on payment of all dues for a title, a special deed to to a certain tract or parcel of land, lying and being in the above named County and State. known as the Nancy Bush land, now owned by me (Samuel P Graham) without a deed, the deed being in the court of the above named County an state as afore said, (David Miller being imployed as counel or commi-ioner to obtain the deed,) Then this obligation to be null and void, Other wise to remain in full force and virtue. And I here by acknowledge the payment of Four hundred and fifty dollars in money.

Given under my hand, this February 3rd 1884.

Witness [illegible]

Samuel P. Graham

S. D. Graham

Title Bond

This deed made and entered into this the first day of May 1884 by and between Samuel P. Graham of the first part and Lavina J. Graham his wife of the second part both of the county of Lee and State of Virginia witnesseth that for and in consideration of the sum of $626.50 to the said Samuel P. Graham in hand paid by the said Lavina J Graham his wife the receipt whereof is hereby acknowledged the said Samuel P. Graham has this day Bargained sold and deliverered to the said Lavina J. Graham a certain tract or parcel of land containing 89½ Acres Valued at $7.00 per acre lying in the county of Lee and State of Virginia on the waters of Powels river and bounded as follows to wit Beginning at a fallen Red Oak corner to John Wooliver then N 19° E 56 Poles to a stake in a lane N 11 W 88¾ Poles to a stake then S 71° W 105 Poles to a Hickory stump and small black Oak & rock on a ridge N 43½° W 8 Poles to a post Oak near a Sourwood stump then S 46½° W 50⅔ Poles to a white Oak and double Dogwood near a hollow S 42° E 74 Poles to a stake on the Travis line S 88° E 88 Poles to the Beginning to have and to hold the said tract or parcel of Land unto the said Lavina J Graham forever

with all the appurtenances thereto belonging forever and the Samuel P. Graham will warrant Generally the title to the foregoing described tract or parcel of Land witness the following signature and seal this day and year first above written

Samuel P. Graham (seal)

Virginia Lee County to wit

I Henry J. Morgan a commissioner in chancery of the circuit court of Lee county the same being a court of record do certify that Samuel P. Graham whose name is signed to the foregoing deed, dated May the first 1884. personally appeared before me in the said county, and acknowledged said writing to be his act and deed.

Given under my hand this 12th day of May 1884.

Henry J. Morgan Comr.

Virginia,-

Lee county, Circuit clerk's office the 15th day of May, 1884.

The foregoing deed bearing date May the 1st, 1884, between Samuel P. Graham of the one part, and Lucretia Graham his wife of the other part, both of Lee county, was this day filed in this day filed in this office and admitted to record upon the certificate of Henry J. Morgan a Commissioner in Chancery for the Circuit Court of Lee County Va.

Teste Joseph R. Gilliam, Clk.

Lavina J. Graham

From } Deed

Samuel P. Graham

Recorded in Deed
Book No 20 P. 505
C. R. Gibson clk

J. 90
6 12 5
$2.10

Lavina J. Graham
From } Deed
Samuel P. Graham

[illegible]

[illegible]

to have unto the said Henry [illegible] and his heirs forever subject to the [illegible] reservation, [illegible] the [illegible] hereinbefore reserved, [illegible] the [illegible] [illegible] [illegible]

This Deed made this 3rd day of [illegible] 1888.
between Henry [illegible] of the first part
and [illegible] of the second part
both of the County of [illegible]
Witnesseth that said [illegible] in consideration of
the sum of one dollar in hand paid, the
receipt of which is hereby acknowledged, the
said Henry [illegible] does by these presents
bargain sell deliver and convey unto the said
[illegible] Grantee a certain tract of land
and lying and being in said county and
state and bounded as follows to wit:
Beginning at a white oak [illegible] with the
[illegible] of Pretlow's river a corner to land of
[illegible] thence up the river as it
meanders [illegible] to a sycamore [illegible]
a corner [illegible] to a stake
in the [illegible] [illegible] to a stake
in the line of the dividing line, said
[illegible] 10 poles to a stake in ~~said~~
[illegible] thence [illegible] with said
[illegible] 15 [illegible] to a stake
in [illegible] with said line [illegible] 60
poles to a [illegible] [illegible]
[illegible] 1 pole to the
beginning containing [illegible] acres
and said Henry [illegible] the covenant
that he will warrant [illegible]

[illegible] the tract of land [illegible] conveyed to [illegible] and to hold unto the said [illegible] [illegible] subject to the following reservation: viz: the undersigned [illegible] reserves reservation together with all the appurtenances thereunto belonging. witness the following signatures and seals this the [illegible] day [illegible] above written.

Henry J. Morgan

VIRGINIA, LEE, COUNTY, TO WIT:

I, John R. Gibson clerk of the county court for the county aforesaid, in the State of Virginia, do certify that Henry J. Morgan, whose name is signed to the writing above, bearing date on the 6th day of May 1888, has acknowledged the same before me, in my county aforesaid, and said deed is admitted to record. Given under my hand this 23 day of December 1888.

John R. Gibson Clerk.

Copy of Judgment
vs J. P. Graham et al

Judg Lien Docket
No 2 page 211

Judgment Lien Docket.

Date of Judgment	By what Court Rendered	Time of Docketing	Name and description and Residence of Parties	Debt, Damages, interest & Costs	Amount, and date of Credits.
1891 Sept 4th	Lee Circuit Court,	1891 Sept 12	H. C. Joseph for M. D. Richmond admrs Pltff vs Jas P. Graham & S. P. Graham defts	Judgment for $2305.07 with legal interest thereon from the 7th day of April 1890 till paid and the costs C 6.91 S 1.00 A 2.50 Co C 25. (In debt)	

A Copy

Test: S. J. F. Richmond, Clerk

Copy of Judgment
vs J. P. Graham et al

Judg Lien Docket
No 2 page 211

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON _____

_____

_____

_____

_____

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in _____ next, to answer _____

_____

_____

_____

upon a plea of _____, Damage. $_____

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This _____ day of _____ 18 __, in the 11 year of the Commonwealth.

_____ *Clerk.*

A Copy Teste _____ Clerk.

Executed. July the 23 1881
by delivering an official
copy to J. P. Graham
and J. P. Graham
this July the 24 1881
M. E. Flannery. S. I. C.

$2305 07 One days after date, ~~I~~ we or either of us promise to pay

H. C. Joseyn Admr. W. D. Richmond Decd

Twenty three Hundred & Five & 07/100 Dollars,

for value received, waiving ~~my~~ our homestead as to this Note.

Witness ~~my~~ our hand and seals Apr 7 1890

J. P. Graham Seal

J. P. Graham

SEAL

Virginai, Lee County, __TO-wit:

H.C. Joslyn who sues for the benefit of S. F. F. Richmond and B. H. Sewell administers de bonis non of the estate of M. D. Richmond deceased plaintiffs complains of J. P. Graham and S. P. Graham defendants who have been summoned &c. of a plea that they render untothe plaintiffs the sum of Twenty three hundred and fivedollars and seven cents ($2305.07) which to theplaintiffs they owe and from them unjustly detain: For this that heretofore, to wit; on the 7th day of April 1890, the defendants made their certain writing obligatory sealed with their seals and signed with their signatures the date whereof is the day and year aforesaid by which said writing obligatory the defendants bound themselves jointly & severally to pay to the plaintiffs, H.C. Joslyn admrs. of M.D. Richmond deceased one day after date thereof the said sum of$2305.07 and as to said debt they each waived the benefit of their homestead exemptions.

Nevertheless, the defendants nor neither of them, although often requested to do so, have paid said sum of money or any part thereof to the beneficiaries, or plaintiffs, or either of them, any part thereof.

But the same, or any part thereof, to pay to the plaintiffs, or or beneficiaries or either of them thedefendants, have and each of them hath hitherto wholly failed and refused and still doth fail and refuse to the Damage ofthe plaintiffs $2305.07. Hence suite &c.

A. L. Pridemore,

p. q.

(P)

H. C. Joslyn for &c.P.

Declaration Debt.

vs.

J.P.Graham& S.P.Graham

Note enclosed.

1871. 1st Aug. Rules Dec

Daly
v
R.R. Co.

No 1

The court tells the jury if they believe from the evidence that the plff was the owner of the mare sued for, and that the way she got injured, on the plff's rail road, by its engines, cars & trains, or being on the track way run upon & driven down & stamped overboard out by said cars & trains, and thus injured, and that the ~~plff~~ defts right of way was not fenced as the law directs it to be, then the jury will find for the plff, such damages as he has sustained by reason of such injury as shown by the proof - and this although they may believe there was no negligence upon the part of the defendant company.

H. C. Joslyn for pts.
vs. } In Chancery.
James P. Graham et als.

Exceptions by plaintiff to the answer of S. E. Turner filed in said Court on the 8th day of March 1894.

1. That part of said answer on page 1. line 24 to 32 inclusive. because it is not responsive to the bill and contains no legal defense thereto.

2. That part of said answer found on page 2, line 1 to part of line 11, is excepted to for the same reasons as above. Said deed of the said James P Graham to Lovina J. Graham conveys no title, and the agreement or consent of the said Samuel P. Graham for J. P. Graham corporation no authority upon him to make said conveyance.

3. That part of said answer contained on page 2 line 12 to and including line 25, which purports to be an answer to the allegations of the bill found on page 3, to and including line 32, on said page 3, and line 1 on page 4 of said bill is excepted to

Because not responsive to and evasive of said allegation.

4. All of the said answer from line 26 on page 2 & line 24 on page 3, both inclusive is excepted to because not responsive to the bill and sets up no legal defense to the bill.

June 16th, 1894.

Fridemore, Duncan & Lewis
for Complainants.

N. Lockwood
Geo. A. Pillsbury
Solicitors
for Defendants.

S. V. H. Richmond and B. F. Jennett administrators of the estate of H. D. Richmond deceased.

Gentlemen.

You will please take notice that on the 23rd day of September 1892, at the Law office of James W Orr in the town of Jonesville Va, we will proceed to take the depositions of the witnesses, which depositions when taken are intended to be read as evidence in our behalf in a certain suit in Chancery now pending in the Circuit Court of Lee County Va, in which H. C. Joslyn; who sues for your benefit is plaintiff, and we and others are defendants, and if from any cause the taking of said depositions is not commenced on that day, or if commenced is not completed on that day, the taking of the same will be adjourned from time to time and from place to place until completed.

Very Respectfully,

J. P. Graham

Lavinia J. Graham.

By Counsel.

Sept 13

[illegible]

[illegible] the State

[illegible]

Sept 25th 1872.

~~[illegible]~~

Exec. Dept. [illegible]

[illegible]

West. Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE again COMMAND YOU, That you summon Samuel P. Graham, James P Graham, Lavina J Graham and Samuel E Turner

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the third Monday in January, 1893, to answer a bill in Chancery, exhibited against them in our said court by N. B. Joslyn for the benefit of S. V. F. Richmond and B. H. Sewell administrator of the Estate of M. D. Richmond decd

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 6th day of December 1893, and in the 118th year of the Commonwealth.

A. B. Munsey Clerk.

H. C. Joslyn for vc

vs. { SUBPŒNA IN CHANCERY.

S. P. Graham et al.

B. H. Sewell p. q:

To 2nd January 1894 Rules,

Circuit Court.

Executed Dec th 27. 1893 by delivering an office copy of the within summons to Samuel E Innes and Lavinah J Graham.

C. E. Flanary. S. L. C

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon J. P. Graham, S. P. Graham, Lavina Graham and S. E. Turner

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in January, 1896, to answer an amended bill in Chancery, exhibited against them in our said court by H. C. Joslyn who sues for the benefit of S. T. F. Richmond and B. H. Sewell administrators of the estate of M. D. Richmond deceased

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 7th day of January 1896, and in the ~~11~~ 120th year of the Commonwealth.

A. B. Munsey Clerk.

Executed in part by delivering a true Copy of the within Subpoena to J. P. Graham Lavina Graham and S. E. Turner. further Executed the within summons by delivering a copy of the same to Lavina Graham for S. P. Graham and by explaining the report of said summons she being the wife of S. P. Graham and over 16 years of age and a member of his family and at his usual place of abode, and he the said S. P. Graham being absent from his usual place of abode. this Feb 3 - 1896.

W. P. Hess to S. E. C

H. C. Joslyn for C

vs. { SUPŒNA IN CHANCERY.

J. P. Graham et al.

B. H. Sewell p. q.

To 2nd Jany Rules,

Circuit Court.

E. [illegible] in part [illegible] by [illegible] the [illegible] Co[illegible] [illegible] summons [illegible] within [illegible] D [illegible] Exec[illegible] [illegible] Graham [illegible] this Feb 3rd 1896 [illegible]

The Commonwealth of Virginia,

To The Sheriff Of Lee County Greeting:

We Command You to Summon _____

_____

_____

_____

_____

_____

_____

_____

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in _____ 18_____ next, being rule day to answer a bill in Chancery exhibited in our said Court against _____ by _____

_____

_____

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This _____ day of _____ 18 2, in the 11 year of the Commonwealth.

_____ *Clerk.*

A Copy Teste

_____

[illegible]

[illegible]

[illegible]

The Commonwealth of Virginia.

TO THE SHERIFF OF LEE COUNTY GREETING:

We Command You to Summon J. P. Graham, S. P. Graham, Lavina J. Graham and A. L. Prideamore

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in May next, being rule day to answer a bill in Chancery exhibited in our said Court against them by D. C. Jaslyn who sues for the benefit of S. W. F. Richmond & B. H. Sewell Admr. de bonis non of the Estate of M. D. Richmond dec'd

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This 20th day of April 1892, in the 116 year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

4

(P)

H. le Joslyn for C
3 Alias Spa
vs 3 Defendants
J. P. Graham et al

To 1st May Rules 1892

Vacated April 13 1893

West. Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Samuel P Graham James P Graham Lavina J Graham and Samuel E Turner

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 2nd Monday in December, 1893, to answer a bill in Chancery, exhibited against them in our said court by H C Joslyn for the benefit of S. V. F. Richmond and B H Sewell administrator of the estate of M D Richmond deed

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 6th day of December 1893, and in the 118th year of the Commonwealth.

A Copy Teste A B Munsey Clerk.

A B Munsey clerk

.....

vs. { **SUBPŒNA IN CHANCERY.**

.....

.....*p. q.*

To.....*Rules,*

Circuit Court.

West. Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Samuel P Graham, James P Graham Lavina J Graham and Samuel E Turner

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 2nd Monday in December, 1893, to answer a bill in Chancery, exhibited against them in our said court by H-C Joslyn for the benefit of S. V. F. Richmond and B H Sewell administrator of the Estate of M D Richmond decd

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 6th day of December 1893, and in the 118th year of the Commonwealth.

A copy Teste A B Munsey Clerk.

A B Munsey clerk

West. Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Samuel P. Graham James P. Graham Lavina Graham and Samuel E. Turner

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 2nd Monday in December, 1894, to answer a bill in Chancery, exhibited against them in our said court by H. C. Joslyn for the benefit of S. V. F. Richmond and B. H. Sewell Administrator of the Estate of M. D. Richmond dec'd

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 6th day of December 1893, and in the 118th year of the Commonwealth.

A. B. Munsey Clerk.

H. C. Joslyn for &c

vs. { SUBPŒNA IN CHANCERY.

Samuel P. Graham et al

B. H. Sewell p. q.

To 2nd December Rules,

Circuit Court.

Executed Dec. the 8. 1893 by delivering an office copy of the within summons to S. P. Graham and James. P. Graham not executed as to Lawrence J. Graham and Samuel E. Turner

C. E. Flanary. S. Z. C